



Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY
41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

5/23/18

AGENDA ITEM (ACTION ITEM):

Consider/Approve Consider/Approve the agreement to share MAP data with the University to Kentucky as part of the ongoing Kentucky Ready to Achieve program evaluation required by the state of Kentucky.

APPLICABLE BOARD POLICY:

1.11 General Powers of the Board

HISTORY/BACKGROUND:

Elementary schools in the district (Ft. Wright, Piner, Ryland, SVA, Taylor Mill, and White's Tower) have received the Read to Achieve grant. It is required by the state of Kentucky for the program to be evaluated. MAP growth is a data piece that is used as part of the program evaluation.

FISCAL/BUDGETARY IMPACT:

none.

RECOMMENDATION:

It is recommended the board approve the agreement to share MAP data with the University to Kentucky as part of the ongoing Kentucky Ready to Achieve program evaluation required by the state of Kentucky.

CONTACT PERSON:

Martha Setters

Principal



District Administrator



Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Joshua Crabtree, Esq. Carla Egan Jessica Jehn
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Introduction

- This document is an agreement between the Kenton County School District (KCSD) and the University of Kentucky, College of Education, Evaluation Center (herein after "the contracting party") regarding the transfer of student and teacher data to the contracting party and the subsequent processing of that data.
- This agreement excludes any data which is freely and publicly available through other sources.
- Pursuant to KRS 61.932 and KRS 365.734, the parties to this agreement do hereby agree to the following:

Mechanism for Data Sharing

KCSD and the contracting party will at the appropriate time agree on a file or data sharing process that will involve the encrypted transfer of the data via the public networks.

Obligations of the contracting party

The contracting party warrants that it will:

- Use this data only for the joint project outlined above.
- Read and strictly comply with the provisions of the Family Educational Rights and Privacy Act ("FERPA") and KFERPA; KRS 160.700 *et seq.* While in possession of this data maintain it in a secure, non-public location.
- Ensure that the student data will be accessed, used and manipulated **only** by those individuals necessary for the successful implementation of the project.
- Advise all individuals accessing the data on proper procedures for securely maintaining the data.
- Take appropriate technical and organizational measures against the unauthorized or unlawful accessing of the data.
- Securely delete all copies of the student data when they are no longer required. "Securely delete" means that industry standard methods will be taken for the purpose of ensuring that no unauthorized person shall be able to reasonably locate or extract the data after the deletion date.
- Promptly comply with any request from KCSD to amend, transfer or delete the data or a subset thereof.
- The contracting party shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purpose, and shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Defend, indemnify, and hold harmless KCSD its agencies, officers and employees from any and all claims of any nature, including all costs, expenses, and attorney's fees, which may in any manner result from or arise out of this agreement, except for claims resulting from or arising out of the KCSD's sole negligence. The legal defense provided by the contracting party to KCSD under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the KCSD is necessary. The contracting party also agrees to defend, indemnify, and hold KCSD harmless for all costs, expenses, and attorneys' fees finally awarded by a court or that are included in a settlement entered into by the parties. KCSD agrees to notify the contracting party of such a claim within a reasonable time and agrees to cooperate with the contracting party in the defense and any related settlement.

Data Breach Act

Pursuant to KRS 61.931, *et seq.*, the contracting party warrants it has procedures and practices in place to safeguard against security breaches.

In the event of a security breach, the contracting party shall notify the KCSD within 48 hours of the suspected or confirmed breach, and the contracting party shall begin conducting a reasonable and prompt investigation to determine whether the security breach has resulted in or is likely to result in the misuse of personal information.

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Within 48 hours of completion of the investigation, the contracting party shall notify the above if the investigation finds that the misuse of personal information occurred or is likely to occur.

Data Opt Out

Kenton County School District may provide a mechanism for students, parents or guardians to opt out of any data sharing agreement with any contracting party.

Kenton County School District Superintendent
Date _____

Contracting party representative

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