



FLOYD COUNTY BOARD OF EDUCATION
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Linda C. Gearheart, Board Chair - District 1
William Newsome, Jr., Vice-Chair - District 3
Dr. Chandra Varia, Member - District 2
Keith Smallwood, Member - District 4
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Consent Agenda Item (Action Item): Consider & Approve usage of district 2nd & 3rd grade MAP data in Reading and Math assessment scores pre/post COVID national pandemic for Jill Maynard, Principal Belfry Middle School, to complete her Doctorate dissertation.

Applicable State or Regulations: Powers and Duties of the board.

Fiscal/Budgetary Impact: No Impact or cost to district.

History/Background: Candidates who are seeking a doctoral degree must use reliable data from three school districts to determine trends of the data to conduct research to defend her thesis as part of the doctoral program.

Recommended Action: Approve district Map data usage for 2nd & 3rd

Contact Person(s): Rachel Crider, District CIO

N/A
Principal

Rachel Crider
Director

Anna W. Shepherd
Superintendent

Date: 7-13-23

Instrument Permission Letter Template

June 30, 2023

Nationally Normed Standardized Achievement Assessment Instrument
NWEA MAP Data

Dear Floyd County School District:

My name is Jill Maynard and I am a doctoral candidate at University of the
Cumberlands (UC). I found your instrument data as a valuable piece of evidence for
my research and I think it would fit well in my study. I am writing to request permission
to access NWEA MAP data. This information will be used for my dissertation research
related to *Elementary Education VS. COVID-19 Pandemic: Understanding the Impact
on Students' Futures*. The purpose of this quantitative study will be to compare NWEA
MAP data to determine if there was a decrease in student achievement after the
COVID-19 pandemic. In order to analyze data before and after the pandemic, I will be
examining only the 2nd grade elementary students from the years of 2018-19 through
2021-22. Finally, participation in the study is voluntary and the school's name and
district name will be kept anonymous in the report.

Principal Investigator: Jill Maynard

E-mail: jmaynard50355@ucumberlands.edu

Phone: 606-625-3611

Dissertation Chair: Shannon Deaton

E-mail: shannon.deaton@ucumberlands.edu

Thank you for your prompt response. I appreciate your consideration of my request.

Respectfully,

Jill Maynard

DATA USE AGREEMENT

This Data Use Agreement (“Agreement”), effective as of June 30, 2023 is entered into by and between The Floyd County School District and Jill Maynard as a student of the University of the Cumberlands. The purpose of this Agreement is to provide Data Recipient with access to a Limited Data Set (“LDS”) for use in quantitative research in accord with the HIPAA Regulations.

1. Definitions. Unless otherwise specified in this Agreement, all capitalized terms used in this Agreement not otherwise defined have the meaning established for purposes of the “HIPAA Regulations” codified at Title 45 parts 160 through 164 of the United States Code of Federal Regulations, as amended from time to time.
2. Preparation of the LDS. Covered Entity shall prepare and furnish to Data Recipient a LDS in accord with the HIPAA Regulations or Covered Entity shall retain Data Recipient as a Business Associate (pursuant to an appropriate Business Associate Agreement) and direct Data Recipient, as its Business Associate, to prepare such LDS.
3. Minimum Necessary Data Fields in the LDS. In preparing the LDS, Covered Entity or its Business Associate shall include the **data fields specified as follows, which are the minimum necessary to accomplish the purposes set forth in Section 5 of this Agreement: NWEA MAP Data of only 2nd grade elementary students from the years of 2018-19 through 2021-22.**
4. Responsibilities of Data Recipient. Data Recipient agrees to:
 - a. Use or disclose the LDS only as permitted by this Agreement or as required by law;
 - b. Use appropriate safeguards to prevent use or disclosure of the LDS other than as permitted by this Agreement or required by law;
 - c. Report to Covered Entity any use or disclosure of the LDS of which it becomes aware that is not permitted by this Agreement or required by law;
 - d. Require any of its subcontractors or agents that receive or have access to the LDS to agree to the same restrictions and conditions on the use and/or disclosure of the LDS that apply to Data Recipient under this Agreement; and
 - e. Not use the information in the LDS to identify or contact the individuals who are data subjects.

5. Permitted Uses and Disclosures of the LDS. Data Recipient may use and/or disclose the LDS for its Research and Public Health activities and the Health Care Operations of the Covered Entity.

6. Term and Termination.

- a. Term. The term of this Agreement shall commence as of the Effective Date and shall continue for so long as Data Recipient retains the LDS, unless sooner terminated as set forth in this Agreement.
- b. Termination by Data Recipient. Data Recipient may terminate this agreement at any time by notifying the Covered Entity and returning or destroying the LDS.
- c. Termination by Covered Entity. Covered Entity may terminate this agreement at any time by providing thirty (30) days prior written notice to Data Recipient.
- d. For Breach. Covered Entity shall provide written notice to Data Recipient within ten (10) days of any determination that Data Recipient has breached a material term of this Agreement. Covered Entity shall afford Data Recipient an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to agree on mutually agreeable terms for cure within thirty (30) days shall be grounds for the immediate termination of this Agreement by Covered Entity.
- e. Effect of Termination. Sections 1, 4, 5, 6(e) and 7 of this Agreement shall survive any termination of this Agreement under subsections c or d.

7. Miscellaneous.

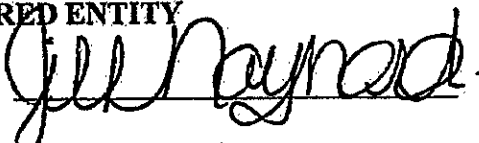
- a. Change in Law. The parties agree to negotiate in good faith to amend this Agreement to comport with changes in federal law that materially alter either or both parties' obligations under this Agreement. Provided however, that if the parties are unable to agree to mutually acceptable amendment(s) by the compliance date of the change in applicable law or regulations, either Party may terminate this Agreement as provided in section 6.
- b. Construction of Terms. The terms of this Agreement shall be construed to give effect to applicable federal interpretative guidance regarding the HIPAA Regulations.
- c. No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

- d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- e. Headings. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

COVERED ENTITY

Signed: _____



Print Name: Jill Maynard

Print Title: Student at University of the Cumberland

DATA RECIPIENT

Signed: _____

Print Name: _____

Print Title: _____