

**MEMORANDUM OF AGREEMENT**  
**Between**  
**Jefferson County Board of Education**  
**And**  
American Institutes for Research

This Memorandum of Agreement (hereinafter "Agreement") is entered into between the Jefferson County Board of Education (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and American Institutes for Research (hereinafter "AIR" or "Researcher"), a non-profit corporation located at 1400 Crystal Drive, 10<sup>th</sup> Floor, Arlington, VA 22202.

WHEREAS The Teach Tech Kentucky (TTK) project is a U.S. Department of Education funded grant awarded to the Ohio Valley Educational Cooperative (OVEC) as part of the early-phase Education, Innovation, and Research (EIR) program. OVEC, BloomBoard (BBI) and the American Institutes for Research (AIR) are partnering to study the effectiveness of this professional learning project. This study is an opportunity for teachers who provide math instruction in grades 3 through 8 to participate in professional learning through completing micro-credentials that will support their efforts to improve students' mathematical, computational thinking (CT), and computer science (CS) skills. AIR, as a subcontractor to OVEC, will serve as the independent evaluator to study the implementation and impact of TTK. To accomplish this work, AIR is requesting access to administrative records from students in classrooms who participated in the TTK study during the 2022–23 school year and whose parents consented for their data to be released (the Purpose).

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and AIR agree as follows:

**1. Duties of JCPS:**

- a. The JCPS Accountability, Research, and Systems Improvement (ARSI) department agrees to provide AIR with the data elements requested and according to the schedule designated in Attachment A to support aggregate reporting on key student outcomes to evaluate Teach Tech Kentucky program impact.

**2. Duties of AIR:**

- a. Acknowledges that projects involving program evaluation, monitoring activities, or data collection or research of any kind, are subject to JCPS IRB review and approval as determined by the JCPS IRB to meet federal, State, and Board policies. In these cases, JCPS student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), JCPS complies with the federal definition for research, which includes sharing of Personally Identifiable Information (PII) for the purpose of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all research, program evaluation and data collection activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.

- b. If the performance of this Agreement involves the transfer by JCPS to AIR of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, (“FERPA”), AIR and JCPS must manage the data transfer in accordance with FERPA requirements, and AIR agrees to the following conditions:
- i. If AIR requests transfer of identifiable data by JCPS that is subject to JCPS IRB procedures, as determined by the JCPS IRB to meet federal, State, and Board policies, JCPS cannot transfer identifiable data to AIR before the JCPS IRB-approved informed consent process has been executed. In this case, AIR does not function as an exception under FERPA. AIR is responsible for obtaining, and maintaining, signed consent after JCPS IRB approval. No data will be provided under this agreement without signed consent from the guardian for records requests involving students or from the JCPS employee or community member for records requests involving adults. AIR must deliver copies of the signed authorization to JCPS upon request.
  - ii. If AIR has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then AIR shall:
    - (a) In all respects, comply with the provisions of FERPA, including any requirements of Chapter 99 of Title 34 of the Code of Federal Regulations and any other applicable state or federal law.
    - (b) Use any such data for no purpose other than to fulfill the purposes of this Agreement, and not share any such data with any person or entity other than AIR and its employees, contractors, volunteers, and agents, without prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of this Agreement.
    - (c) Require all employees, contractors, volunteers, and agents of AIR to comply with all applicable provisions of FERPA with respect to any such data. AIR shall require and maintain confidentiality Agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this Agreement.
    - (d) Maintain any such data in a secure environment, whether physical or electronic, and not copy, reproduce, or transmit any such data except as necessary to fulfill the purposes of this Agreement. AIR shall notify JCPS within 24 hours in the event of any data breach or disclosure of data to any person or entity other than the parties listed in this agreement.
    - (e) Collect, store, and maintain data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors, or agents of AIR necessary for the fulfillment of this Agreement and having a legitimate interest

related to the purposes of this Agreement in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any form, including, but not limited to, published results of studies.

- c. Limit data requested from JCPS to the specific elements listed in Attachment A. If the data request is associated with an approved JCPS IRB application, then the data in Attachment A should match the JCPS IRB final approval letter data elements listed.
- d. Adhere to the reporting timeframes (e.g., quarters, semesters, years) AIR requested in Attachment A.
- e. Adhere to the timelines in Attachment A for when AIR will provide JCPS with lists of teachers and their previously consented students. Notify JCPS of unexpected changes in timelines as soon as possible and accept that changes may alter JCPS' capacity to provide requested data.
- f. If relevant, obtain signed non-disclosures (Attachment B) for each individual from AIR responsible for evaluation and analysis activities who must access identifiable data referenced in Attachment A.
- g. Use reports produced for this project only for the purposes described above. The data and reporting shall not be used for personal or institutional gain or profit.
- h. To direct all communication and decisions regarding the evaluation, data collection, and analysis to the Accountability, Research, and Systems Improvement office.
- i. Acknowledges that JCPS retains the right to audit AIR's compliance with this agreement.
- j. AIR acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this Agreement pursuant to Article V of this Agreement.
- k. Not use the name or logo of JCPS or individual JCPS schools in printed materials, websites, videos or social media without prior approval from JCPS.
- l. Maintain an all-risk property and casualty insurance policy with respect to the facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$2,000,000 per policy and provide JCPS with a certificate of insurance upon request.
- m. AIR and its employees, subcontractors and agents shall not be on JCPS premises at any time or have any contact with JCPS students, whether in person or virtual.

### 3. **Mutual Duties:**

- a. Each party shall not discriminate based on race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.
  - b. Each party shall comply with all federal and state laws and regulations and all JCPS policies applicable to the provision of the Purpose described in this Agreement, including without limitation the Federal Family Educational Rights and Privacy Act (FERPA), the Kentucky Educational Rights and Privacy Act (KFERPA), the federal Health Insurance Portability and Accountability Act (HIPAA).
  - c. The respective administrative offices of JCPS and AIR who have responsibility for the implementation of this Agreement shall meet periodically during the term of this Agreement to evaluate the program and discuss issues of mutual concern.
4. **Term**: This Agreement shall be effective commencing March 06, 2024 and shall terminate on December 31, 2025. The Agreement may be extended by mutual written agreement of JCPS and AIR.
5. **Termination**: Either party may terminate this Agreement prior to the end of its term by giving sixty (60) days prior written notice to the other party. If JCPS terminates the Agreement, AIR will be permitted in their discretion to continue to request data during the period in which the sixty (60) day notice becomes effective. JCPS may terminate this agreement immediately in the event of a student health or safety concern or a breach of paragraph 2.j above. In the event of an immediate termination, AIR shall not be permitted to continue to request data or utilize identifiable data after receipt of the notice of termination.
6. **Amendment**: This Agreement may be modified or amended only by a written agreement signed by JCPS and AIR.
7. **Independent Parties**: JCPS and AIR are independent parties, and neither shall be construed to be an agent or representative of the other, and therefore neither shall be liable for the acts or omissions of the other. Each party shall, however, be liable for any negligent or wrongful acts of its own employees, students and invitees.
8. **Captions**: Section titles or captions in this Agreement are inserted as a matter of convenience and reference, and in no way define, limit, extend, or describe the scope of this Agreement.
9. **Entire Agreement**: This Agreement contains the entire agreement between JCPS and AIR and supersedes all prior agreements, either written or oral, regarding the same subject matter.
10. **Severability**: If a court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision

cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision.

**11. Counterparts:** This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original, and all executed counterparts shall constitute one and the same instrument.

**12. Applicable Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

**Jefferson County Public Schools:**

**AIR:**

\_\_\_\_\_  
Marty Pollio, Ed.D, Superintendent

Joseph Wagner  
Jr.

 Digitally signed by Joseph Wagner Jr.  
Date: 2024.02.15 12:57:06 -05'00'

\_\_\_\_\_  
Name and Title  
Joseph Wagner, Jr., Vice President, Contracts & Procurement

**Date:** \_\_\_\_\_

**Date:** 2/15/2024 \_\_\_\_\_

## ATTACHMENT A

The study requests access to administrative records from students in classrooms who participated in the Teach Tech Kentucky (TTK) study during the 2022 - 2023 school year and whose parents consented for their data to be released. The study team will provide the list of students whose parents granted consent. AIR will use these records to create de-identified analytical datasets and examine the impact of TTK on student achievement.

### *Data Request and Reporting Schedule*

Record Collection Timeframe	School year	When AIR will submit request to JCPS*	When JCPS will fulfill request
2024	SY 2022-23	March 1, 2024	May 1, 2024
2024	SY 2021-22 (KSA and NWEA MAP data only)	March 1, 2024	May 1, 2024

### *Data Elements Provided by AIR to JCPS for Matching*

*Data Elements Given to JCPS by AIR	Delivery Notes
Teacher First Name	Math teacher in the TTK Study
Teacher Last Name	Math teacher in the TTK Study
Teacher email	Math teacher in the TTK Study
Teacher School Name	Math teacher in the TTK Study; school where teacher was teaching during the 2022-23 school year.
Signed parental consent forms	For each student from the 2022-23 school year whose math teacher was in the TTK study and whose parents returned the consent form These are to be available upon request
Student First Name	For each student from the 2022-23 school year whose math teacher was in the TTK study and whose parents returned the consent form. These are to be available upon request
Student Last Name	For each student from the 2022-23 school year whose math teacher was in the TTK study and whose parents returned the consent form. These are to be available upon request

### *Data Elements Delivered to AIR by JCPS*

Data Elements Fulfilled by JCPS	Delivery Notes
School ID	For each Student Record Collection Timeframe
Teacher First Name	For each Student Record Collection Timeframe
Teacher Last Name	For each Student Record Collection Timeframe
JCPS Student ID or proxy	Confirmed at the time of fulfillment
Student First Name	Confirmed at the time of fulfillment
Student Last Name	Confirmed at the time of fulfillment
Student Grade Level	For each Student Record Collection Timeframe
Student Race/Ethnicity	For the 2022-23 school year

<b>Data Elements Fulfilled by JCPS</b>	<b>Delivery Notes</b>
Student Gender	For the 2022-23 school year
English language learner status (Yes or No)	For the 2022-23 school year
IEP Status (Yes or No)	For the 2022-23 school year
Free/reduced lunch eligibility (Yes or No)	For the 2022-23 school year
Gifted/talented program participation (Yes or No)	For the 2022-23 school year
MAP Scores -Reading – RIT and testing grade	Fall, Winter, and Spring of the 2021-22 and the 2022-23 school years
MAP Scores -Math – RIT and testing grade	Fall, Winter and Spring of the 2021-22 and the 2022-23 school years
MAP sub scores - Math - RIT	Fall, Winter and Spring of the 2021-22 and the 2022-23 school years
KSA Math scaled scores and testing grade	Spring of the 2021-22 school year and Spring of the 2022-23 school year
KSA Reading scaled scores and testing grade	Spring of the 2021-22 school year and Spring of the 2022-23 school year

## ATTACHMENT B

USE IF RECORDS ARE REQUESTED FOR DISCLOSURE

### RESEARCHER'S EMPLOYEE NONDISCLOSURE STATEMENT

I understand that the performance of my duties as an employee or contractor of American Institutes for Research ("Researcher") involve a need to access and review confidential information (information designated as confidential by the Jefferson County Board of Education, and that I am required to maintain the confidentiality of this information and prevent any redisclosure prohibited under applicable federal and state law. By signing this statement, I agree to the following:

- I will not permit access to confidential information to persons not authorized by Researcher.
- I will maintain the confidentiality of the data or information.
- I will not access data of persons related or known to me for personal reasons.
- I will report, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site to my immediate supervisor.
- I understand that procedures must be in place for monitoring and protecting confidential information.
- I understand that the Family Educational Rights and Privacy Act ("FERPA") protects information in students' education records that are maintained by an educational agency or institution or by a party acting for the agency or institution, and includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
- I understand that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing of federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. 3571) or imprisonment for not more than five years (under 18 U.S.C. 3559), or both.
- I understand and acknowledge that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.)(NSLA) or Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) and the regulations implementing these Acts, is confidential information.



- I understand that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal as provided in the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) or Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) and the regulations implementing these Acts, specifically 7 C.F.R 245.6. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.
- I understand that KRS 61.931 also defines "personal information" to include an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:
  - a. An account number, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;
  - b. A Social Security number;
  - c. A taxpayer identification number that incorporates a Social Security number;
  - d. A driver's license number, state identification card number, or other individual identification number issued by any agency;
  - e. A passport number or other identification number issued by the United States government; or
  - f. Individually identifiable health information as defined in 45 C.F.R. sec. 160.103, except for education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec. 1232g.
- I understand that other federal and state privacy laws protect confidential data not otherwise detailed above and I acknowledge my duty to maintain confidentiality of that data as well.
- I understand that any personal characteristics that could make the person's identity traceable, including membership in a group such as ethnicity or program area, are protected.
- In addition, I understand that any data sets or output reports that I may generate using confidential data are to be protected. I will not distribute to any unauthorized person any data sets or reports that I have access to or may generate using confidential data. I understand that I am responsible for any computer transactions performed as a result of access authorized by use of sign on/password(s).

Employee signature:

Date:

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