

**DATA SHARING AGREEMENT BETWEEN
THE KANSAS STATE DEPARTMENT OF EDUCATION AND
SUNGTI HSU**

This Data Sharing Agreement ("the Agreement") is entered into on this 24 day of July, 2014, by and between the Kansas State Department of Education ("the Department") and Sungti Hsu (Hsu).

I. **PARTIES.** The Kansas State Department of Education is a state educational agency, authorized to collect and maintain student educational records and to receive information from local educational agencies (LEAs) consistent with applicable state and federal laws and subject to the Kansas Student Data Privacy Act (SDPA), as authorized by Senate Bill 367 (2014 Kansas Legislative Session), and the federal Family Educational Rights and Privacy Act (FERPA), as authorized by 20 U.S.C. §1232g(b) and 34 CFR Part 99.

Sungti Hsu is a PhD candidate at the University of Kansas researching how state licensure policy impacts candidate readiness for teaching.

II. **PURPOSE.** The purpose of this Agreement is to document the terms under which the Department is authorized to release licensee data to Hsu and to designate Nicholas Studt as the authorized representative of the Department consistent with applicable state and federal laws concerning access to and confidentiality of data and record information. As described herein, Nicholas Studt as the Department's authorized representative, may have temporary access to licensee data in the custody of the Department for use in the tasks identified in this Agreement, and under the terms and conditions described in this Agreement and any addenda to it.

III. **AUTHORITY.** Although no federal or state law mandates such a data sharing agreement between the Department and Hsu, both parties agree to treat licensee data consistent with how student data is regulated by the federal Family Educational Rights and Privacy Act (FERPA). As such, the Department may disclose personally identifiable information from licensee records to its authorized representative without written consent for use in studies initiated or approved by the Department in connection with an audit or evaluation of Federal or State supported education programs, or enforcement of, or compliance with, Federal legal requirements relating to such programs. 34 CFR § 99.31(a)(3), 20 U.S.C. § 1232g(b)(3). The Department may also disclose licensee data to its authorized representative without written consent for the purpose of conducting studies for or on behalf of the Department, schools, school districts or postsecondary institutions in order to develop, validate or administer predictive tests, administer student aid programs, or improve instruction. 34 CFR § 99.31(a)(6) and §§ 99.35; 20 U.S.C. § 1232g(b)(1)(F).

The Department designates Sungti Hsu as its authorized representative for the purposes of herein described, and allowing the Department to disclose licensee data for use in studies as described in the above two paragraphs.

All activities referred to above shall be described in addenda to this Agreement, which shall include project information including but not limited to the purpose and scope of the project, the data elements that will be disclosed to Nicholas Studt, the temporary custodian appointed by KSDE, applicable timelines, additional terms and conditions specific to each project, and requirements for communication and reporting to the Department.

The term "licensee" shall be used throughout this agreement to refer to all individuals previously licensed, currently licensed, or have by the execution date of this agreement submitted an application to be licensed by the Kansas State Board of Education.

IV. TERMS AND CONDITIONS. To effect the transfer of teacher licensure records that may be subject to State and Federal confidentiality laws and to ensure that the required confidentiality of teacher licensure records shall always be maintained, Hsu agrees to:

1. In all respects comply with the provisions of the SDPA. For the purposes of this Agreement and the specific project conducted pursuant to this Agreement and described in addenda to it, the SDPA includes any amendments or other relevant provisions of state law. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student data and student record information in a manner not allowed pursuant to Kansas law or regulation.
2. In all respects comply with the provisions of FERPA. For the purposes of this Agreement and the specific project conducted pursuant to this Agreement and described in addenda to it, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of 34 CFR Part 99 and 20 U.S.C. § 1232g. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student data and student record information in a manner not allowed pursuant to Federal law or regulation.
3. Be named as temporary custodian of the Department's licensee data for this project. As the custodian, Hsu shall be able to request and receive licensee data pursuant to this Agreement and applicable addenda to it and to ensure Hsu's compliance with the terms of the Agreement and applicable laws. The Department shall release licensee data only to Hsu, who shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to the Agreement and addenda to it, including confirmation of the completion of the project and the destruction of data as required by this Agreement. The Department or its agents may upon request review the records required to be kept by Hsu pursuant to this section.
4. Use data shared under this Agreement for no purpose other than the research project described in the attached addenda, and as authorized pursuant to and FERPA under 34 CFR §§ 99.31(a)(6) and 99.35; or 34 CFR § 99.31(a)(3). Nothing in this Agreement or the addenda shall be construed to authorize Hsu to have access to additional data from the Department that is not included in the scope of this Agreement or under the terms of the project described in the addenda to it, or to

govern access to the data by entities other than the Parties. Hsu further agrees not to share data received under this Agreement and addenda with any other entity, contractors and agents of any kind without prior written approval from the Department which may include obtaining approval from the Department's Data Request Review Board. Hsu understands that this Agreement does not convey ownership of data to Hsu.

5. Require all employees, entities, contractors and agents of any kind to comply with this Agreement, and all applicable provisions of the SDPA, FERPA and other federal and state laws with respect to the data and information shared under this Agreement. Hsu agrees to require of and obtain and maintain an appropriate confidentiality agreement from each employee, contractor, or agent with access to data pursuant to this Agreement and addenda to it. Nothing in this section authorizes Hsu to share data and information provided under this Agreement and addenda with any other individual or entity for any purpose other than completing Hsu's work as authorized by the Department consistent with this Agreement and addenda to it. The Department or its agents may upon request review the records required to be kept by Hsu pursuant to this section.
6. Upon signing of this Agreement, Hsu shall submit to the Department a list in writing of any professors, evaluators, or co-authors authorized to have access to data provided by the Department pursuant to this Agreement. This list shall include name(s), mailing address, telephone number, fax number and e-mail address. Along with the list, Hsu must submit proof that each individual has completed a SDPA/FERPA training within the last calendar year, and a copy of an affidavit of nondisclosure or other documentation indicating their individual agreement to comply with this Agreement, and applicable state and federal laws. These names may be changed as conditions change as long as the described documentation is provided to the Department prior to Hsu granting access to the individual.
7. Provide the Department with periodic status reports during the project term as described in addenda to this Agreement. Status reports shall include but not be limited to progress of the project relative to established deadlines. Hsu shall provide the Department with immediate written notice of any changes to project protocols except as consistent with this Agreement and any addenda to it.
8. Maintain all data received pursuant to this Agreement separate from all other data files and not copy, reproduce or transmit data obtained pursuant to this Agreement except to his own agents acting for or on behalf of the Department and as necessary to fulfill the purpose of the project described in the attached addenda. Transmission of a data must be by SECURE electronic systems and/or networks. Hsu agrees to provide to the Department information about the technical storage solution if requested. Hsu agrees to never place data on an unencrypted flash drive, compact disc, laptop, mobile device or other similar device unless the Department first provides prior written permission. All copies of data of any type derived from or otherwise related to data provided under this agreement, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this Agreement and addenda to it in the same manner as the original

data disclosed by the Department to Hsu. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from Hsu to any other individual, institution or entity.

9. Not disclose data contained under the Agreement or addenda to it in any manner that could identify any individual licensee to any entity other than the Department, or authorized employees, contractors and agents of Hsu working as the Department's authorized representative on the project approved by the Department consistent with this Agreement and described in addenda to it. Persons participating in approved projects on behalf of the Parties under this Agreement shall neither disclose or otherwise release data and reports relating to an individual licensee, nor disclose information relating to a group or category of licensees without ensuring the confidentiality of teachers in that group. Publications and reports of this data and information related to it, including preliminary project descriptions and draft reports, shall involve only aggregate data and no personally identifiable information or other information that could lead to the identification of any licensee. No report of these data containing a group of licensees less than the minimum of ten (10) as determined by the Department shall be released to anyone other than the Department. In addition to utilization of this minimum group size reporting rule, Hsu shall utilize other statistical methods to protect student identity such as the methods described in the Statewide Longitudinal Data Systems (SLDS) Technical Brief 3 published by the National Center for Education Statistics. Hsu shall require that all employees, contractors and agents working on this project abide by that statistical cell size as well as other statistical methods to protect student identity.
10. Destroy all data obtained under this Agreement and addenda to it when no longer needed for the purpose of this Agreement or upon expiration of this Agreement, whichever occurs first. Nothing in this Agreement authorizes Hsu to maintain data beyond the time period reasonably needed to complete the project described in the addenda to this Agreement. Destruction of all data shall comply with the National Institute of Standards and Technology Special Publication (NISTSP) 800-88 standards of data destruction. The Department also requires that Hsu destroy all data obtained under this Agreement and addenda as if it were student data and in compliance with 34 CFR §§ 99.31(a)(6)(iii)(b) and 99.35(b)(2). Hsu agrees to require all employees, contractors, or agents of any kind to comply with this provision. Hsu agrees to submit a letter to the Department within 15 days of the termination of this Agreement attesting to the destruction of any data obtained under this Agreement. Neither Hsu nor other entity is authorized to continue research using the data obtained pursuant to this Agreement upon the termination of the Agreement and the project described in addenda to it.
11. Cooperate with any Department and/or independent on-site inspections and audits to ensure that the safeguards described above are maintained by Hsu. The Department reserves the right to conduct audits of Hsu's policies, procedures and systems that are involved in processing and/or safeguarding the data obtained under this Agreement.
12. Report to the Department, within one hour of learning, of any incident or suspected incident involving data obtained pursuant to this Agreement whose confidentiality

was breached or is believed to have been breached, or disclosed without authorization or believed to have been disclosed without authorization. This initial notification must be by a phone call to the Department's security representative (Attachment B) with a detailed follow up via letter within two (2) days to the Department's security representative. Hsu will cooperate with the Department in all follow-up activities of the Department, including but not limited to responding to questions, interview of the parties involved, notification of each affected licensee, of the breach or unauthorized disclosure. Hsu will cooperate with the Department's investigation into the causes and consequences of the breach or unauthorized disclosure.

13. Provide the Department with one electronic and at least one paper copy of the final versions of all approved, released reports and other documents associated with this project. The Department reserves the right to distribute and otherwise use the final approved, released report and associated documents as it wishes, in sum or in part.

V. RELATED PARTIES. Hsu represents that he is authorized to bind to the terms of the Agreement, including confidentiality, maintenance, publication, and destruction or return of data, all related or associated institutions, individuals, employees or contractors who may have access to the data or may own, lease or control equipment or facilities of any kind where the data is stored, maintained or use in any way.

VI. PUBLICATION OF AGREEMENT. The Department will, in light of the December 2011 guidance from the U.S. Department of Education, post for public access, a copy of this Agreement within the Data Request History report located on the Department's website.

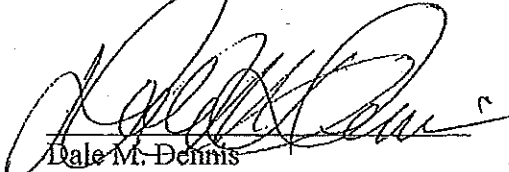
VII. TERM. This Agreement takes effect upon signature by the authorized representative of each Party and shall remain in effect until December 31, 2015, or until canceled by either Party upon 30 days written notice, whichever occurs first. The Agreement is renewable for one year upon written approval by the authorized representative of each Party.

VIII. NONDEBARMENT. Hsu certifies by his signature hereon that neither he nor his principals have been or are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any agreement similar to this Agreement by any state or federal department or agency.

VIX. ATTACHMENTS. The provisions contained in the Scope and Purpose Attachment, Security Representative Attachment, and the Contractual Provisions Attachment (Form DA-146a), attached hereto and marked Attachments 1, 2 and 3, are incorporated by reference and made a part of this Agreement as though fully set forth at length herein

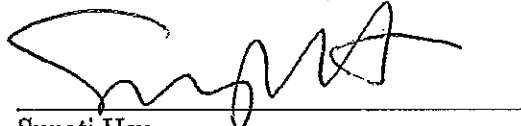
X. SCOPE OF AGREEMENT. This Agreement expresses the entire agreement of the parties and shall not be modified or altered except in writing executed by the authorized representatives of the Department and the Hsu and in a manner consistent with applicable State and Federal laws.

For the
Kansas State Department of Education


Dale M. Dennis
Deputy Commissioner of Education

8/4/14
Date

For himself


Sungti Hsu

7/29/2014
Date

Attachment(s):

- Attachment 1 – Purpose and Scope
- Attachment 2 – Security Representative
- Attachment 3 – Contractual Provisions