

**DATA SHARING AGREEMENT BETWEEN THE
KANSAS STATE DEPARTMENT OF EDUCATION
AND
DATA DRIVEN ENTERPRISES
FP# 3303**

THIS DATA SHARING AGREEMENT (Agreement) is made by and between the Kansas State Department of Education (KSDE) and Data Driven Enterprises (DDE).

The KSDE contracted with the Utah State University, Technical Assistant for Excellence in Special Education Center for Persons with Disabilities (TAESE), and TAESE subcontracted with DDE for a data collection and analysis portion of the contract. In order to fulfill the terms of the contract between the KSDE and TAESE, DDE requires access to personally identifiable student information. The DDE, pursuant to its contract with TAESE, has requested KSDE student data on demographics and location for the purpose of conducting an evaluation of state and/or federally supported educational programs.

NOW, THEREFORE, IT IS AGREED, pursuant to the Family Educational Rights and Privacy Act (FERPA), set forth in 20 U.S.C. 1232g and its regulations at Part 99 of Title 34 of the Code of Federal Regulations (as amended in 2012) as well as the Student Data Privacy Act (SDPA), set forth in K.S.A. 72-6215 through 72-6223, as follows:

I. TERM OF AGREEMENT

This Agreement shall take effect upon signature by the authorized representatives of the KSDE and the DDE. The agreement shall remain in effect June 30, 2020 unless and until otherwise terminated by KSDE or the DDE pursuant to Paragraph VI herein. The time for which DDE may maintain possession of KSDE data is dependent upon project and data set. The timelines for when DDE must either destroy or return student data to KSDE are described in Attachments C, D, and any subsequent attachments added by written amendment to this agreement. As each project described in Attachments C, D, and any subsequent attachments added by written amendment to this agreement are completed or as of the last date of permissible possession, whichever occurs first, DDE will provide assurances to KSDE by letter and confirm that all data obtained for said project under this agreement has been destroyed and/or returned to KSDE in accordance with the requirements of 34 CFR § 99.35(b).

II. DEFINITIONS AND ABBREVIATIONS

- a) "Disclose", "disclosure" or "re-disclosure" means to permit access to or the release, transfer or other communication of personally identifiable information contained in education records by any means, including oral, written, or electronic

means, to any party except the party identified as the party that provided or created the record. 34 CFR § 99.3.

- b) “FERPA” refers to the Family Educational Rights and Privacy Act of 1974 and for purposes of this Agreement means 20 U.S.C. 1232g as well as all requirements of Part 99 of Title 34 of the Code of Federal Regulations (as amended in 2012), “Family Educational Rights and Privacy.”
- c) “Authorized representative” means an entity or individual designated by the KSDE to conduct, with respect to Federal or State supported education programs, any audit or evaluation, or any compliance or enforcement activity in connection with Federal legal requirements that relate to these programs. 34 CFR § 99.3.
- d) “Personally identifiable information” 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; other information that, alone or in a 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; or, information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates. 34 CFR § 99.3.
- e) “Education records” means records that are directly related to a student, and maintained by an educational agency or institution or by a party acting for the agency or institution. 34 CFR § 99.3.

III. PURPOSE OF THE DISCLOSURE

KSDE disclosure of personally identifiable information from education records to DDE is in furtherance of the **evaluation and assessment of state and/or federally supported educational programs**. DDE is the organization conducting this evaluation and assessment on behalf of TAESE, which contracted with the KSDE to conduct this evaluation and assessment.

The evaluation of educational programs, in part, involves Indicators 4, 8, 9, 10, 14, 17, and Significant Disproportionality. These indicators are set forth in the State Performance Plan (SPP) and the Annual Performance Report (APR). The evaluation is required by the U.S. Department of Education Office of Special Education (OSEP) pursuant to IDEA.

The Evaluation

Data will be analyzed using descriptive statistics. DDE will submit its evaluation directly to the KSDE in the format approved by OSEP as described in the Individuals with Disabilities Education Act (IDEA) SPP/APR.

If the DDE wishes to change the purpose of the disclosure in any way, including but not limited to, the methodology utilized, the DDE must obtain prior written permission from the KSDE to do so.

IV. REQUIRED TASKS UNDER THE AGREEMENT

a) Joint Responsibilities

1. KSDE and the DDE shall comply with the provisions of FERPA and SDPA in all respects. Nothing in this Agreement may be construed to allow any signatory to this Agreement to maintain, use, disclose, re-disclose or share student information in a manner not allowed by state or federal law, regulation or this Agreement.
2. KSDE and the DDE shall identify at least one data custodian from their respective agencies who shall be responsible for processing and responding to data requests and general inquiries from the other party. Upon signing of this Agreement, both parties will exchange in writing the name, mailing address, telephone number, fax number and email address of their data custodian. The data custodian can be changed as conditions change.
3. The DDE will permit the KSDE to review and will provide written assurances to the KSDE regarding the use of data transmitted under this Agreement for the purpose of ensuring that the DDE has appropriate policies and procedures in place to protect the personally identifiable information and that personally identifiable information will not be re-disclosed or released.

b) Responsibilities of KSDE:

1. KSDE will share the requested data with the DDE, but only for purposes of the DDE conducting an evaluation, assessment, or audit of Federal or State supported education programs as described in paragraph III of this Agreement. The KSDE will determine and disclose only those specific data elements required to complete the audit, assessment, or evaluation.
2. KSDE, through execution of this Agreement, hereby does assign the DDE as

its authorized representative for purposes of having access to personally identifiable information of students as detailed in this Agreement and in accordance with 34 CFR 99.35. The DDE is an authorized representative only for the sole purpose of conducting an evaluation or audit of federal and State supported education programs as detailed in this agreement.

3. KSDE 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 Data, Media and Reports portal of the KSDE's website.

c) Responsibilities of the DDE:

1. The DDE agrees to use data shared under this Agreement for no purpose other than to conduct an evaluation, assessment, or audit of federal and State supported education programs. KSDE approval to utilize the personally identifiable information from education records for this audit or evaluation does not confer approval to use it for any other purpose.
2. The DDE agrees not to share or re-disclose personally identifiable data received under this Agreement with any other entity, organization or individual without the prior written approval from KSDE.
3. The DDE agrees to maintain all data obtained pursuant to this Agreement separate from all other data files that they possess and not copy, reproduce or transmit data obtained pursuant to this Agreement, except as necessary to fulfill the purpose of completing the evaluation or audit described in this Agreement, or as necessary for established data management and backup processes. Transmission of all FERPA-protected data must be by SECURE electronic systems and/or networks. All copies of data of any type including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this Agreement in the same manner as the original data.
4. The ability to access or maintain data under this Agreement will not under any circumstances transfer from the DDE or be assigned by the DDE to any other individual, institution, organization, government or entity.
5. Despite any contrary provisions in the Agreement, the DDE agrees not to disclose any data obtained under this Agreement in a manner which could identify an individual student to any other individual, institution, organization, government or entity.
6. The DDE agrees to establish procedures and systems to ensure that all personally identifiable student data processed, stored, and/or transmitted

under the provisions of this Agreement shall be maintained in a secure manner that prevents further disclosure of the data, including the interception, diversion, duplication, or other unauthorized access to said data.

7. The DDE agrees to establish procedures and systems to ensure all personally identifiable data obtained is kept in secured facilities and media, and that access to such records is restricted to the DDE personnel who are authorized to have access to said data for the purposes of conducting the aforementioned evaluation. As part of these procedures and systems, DDE agrees that all personally identifiable data provided by the KSDE will be stored in a manner that limits access to only those who are authorized. The DDE agrees to provide to KSDE the computer's serial number, location, type of security system, firewall protection as well as any other information about the computer as requested. The DDE agrees to never place personally identifiable information on an unencrypted flash drive, compact disc or other similar device unless the DDE first obtains prior written permission from the KSDE. Failure to obtain prior written permission is considered a violation of this Agreement and must be reported to the KSDE pursuant to the requirements of paragraph IV.c.10 of this Agreement.
8. The DDE agrees to establish a training program to teach its employees about FERPA, and how to protect personally identifiable information from education records. The DDE will maintain records of the training provided for 6 (six) years after completion of the training.
9. Upon signing of this Agreement, the DDE shall submit to the KSDE a list in writing of the individuals who are authorized to have access to said data provided by the KSDE pursuant to this Agreement. This list shall include name(s), mailing address, telephone number, fax number and e-mail address. Along with the list, the DDE must submit proof that each individual has completed the DDE training program as described in the previous paragraph, and a copy of an affidavit of nondisclosure or other documentation indicating their individual agreement to handle the PII from education records properly. These names may be changed as conditions change as long as the described documentation is provided to the KSDE at least seven days prior to the DDE granting access to the individual.
10. The DDE shall, within one (1) hour of learning, report to KSDE in detail any incidents of any personally identifiable information received pursuant to this Agreement whose confidentiality was breached or is believed to have been breached. This initial notification must be by a phone call to the KSDE authorized representative with a detailed follow up via letter within two (2) days.

11. The DDE agrees to destroy or return to KSDE all personally identifiable information when it is no longer needed for the purpose for which it was obtained under this Agreement. Nothing in this Agreement authorizes the DDE to maintain data received from KSDE beyond the time period reasonably needed to complete the purpose of the request, and in no case beyond the termination date of this Agreement. Any destruction of the referenced data must be witnessed by one other person who shall attest that a complete destruction of the data occurred. The DDE agrees to submit a letter to KSDE within 15 days of the termination of this Agreement, attesting to the destruction of any referenced personally identifiable data received from KSDE. The DDE shall use a template provided by KSDE for this letter. No new Agreement will be agreed to by the KSDE until the data is returned or destroyed as set forth herein.
12. The DDE agrees to adhere to any KSDE protocols or directives prohibiting disclosure of data, which even though the data may not have been provided by KSDE in a personally identifiable manner, would still permit public identification of students because of the small cell sizes of the data. If data is so identified by the KSDE or the data elements, it may only be used in a disaggregated or other manner consistent with generally accepted statistical principles that does not permit identification of students.
13. Subject to the agreed-upon and limited use of requested data provided and only for the purposes asserted in this Agreement, there shall be no further disclosure by the DDE of any of the information provided by the KSDE in that this would constitute a re-disclosure of information. Pursuant to 34 CFR § 99.33, re-disclosure is only permitted upon obtaining prior consent of the parent or eligible student of the personally identifiable information.
14. The DDE agrees that the KSDE maintains the right to conduct audits or other monitoring activities of DDE's policies, procedures, and systems as they apply to management of this data. This right includes, but is not limited to, the right to verify the existence of disciplinary policies to protect data, verify training programs as previously described, verify the existence of a sound data security plan, and verify the existence of a data stewardship program. The DDE agrees that KSDE may conduct such auditing/monitoring with no prior notice, and agrees to full cooperate with KSDE's auditing and monitoring processes and procedures.
15. Under no circumstance shall the DDE become owners, proprietors or custodians of any data or personally identifiable information provided by the KSDE under the terms of this Agreement. The DDE shall provide all results to the KSDE prior to publication for review and approval to ensure they reflect the original intent of the Agreement. The DDE shall grant to the KSDE a royalty-free, nonexclusive and irrevocable license to reproduce,

publish or otherwise use any of the audit or evaluation results completed with data and personally identifiable information pursuant to this Agreement, and to authorize others to use such results for educational and government purposes.

V. SCOPE OF AGREEMENT

This Agreement incorporates all the understandings between KSDE and the DDE concerning the subject matter hereof. No prior Agreement, verbal representations, or understandings shall be valid or enforceable unless embodied in this Agreement. This Agreement may be modified only upon the express written approval of the parties hereto.

VI. TERMINATION OF AGREEMENT

This Agreement may be terminated by the KSDE or the DDE, upon written notice delivered to the other not less than fourteen (14) days prior to the intended termination date. By such termination notice, neither the KSDE nor the DDE shall negate obligations already incurred or required to be performed prior to the effective date of the termination. The KSDE may terminate the Agreement immediately upon confirmation of fraud, negligence or abuse of confidentiality restrictions. This Agreement shall terminate automatically on **June 30, 2020**.

VII. VENUE

The KSDE and DDE agree that this Agreement shall be subject to, governed by and construed according to the laws of the State of Kansas, and jurisdiction and venue regarding any aspect of this Agreement shall reside only in the District Court of Shawnee County, Kansas, and the appellate courts of Kansas.

VIII. NONDEBARMENT

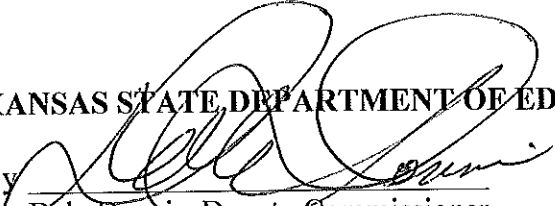
The DDE certifies by its representative's signature hereon that neither it nor its principals have been or are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any agreement similar to this Agreement by any state or federal department or agency.

IV. CONTRACTUAL PROVISIONS ATTACHMENT

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto as Attachment B, are hereby incorporated in this Agreement and made a part thereof. The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof.

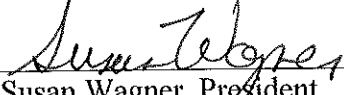
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the year and date indicated, with the effective date being the most recent signature.

KANSAS STATE DEPARTMENT OF EDUCATION

By 
Dale Dennis, Deputy Commissioner
KSDE

Date: 4/21/16

DATA DRIVEN ENTERPRISES

By 
Susan Wagner, President

Date: Apr. 19, 2016

KSDE Security Representatives – Attachment A

Lane Wiley
IT Director
lwiley@ksde.org
office: 785.296.7931
mobile: 785.207.7730

This data is tracked via footprint #3303, and encompasses footprints not yet processed but will be linked to 3303.

CONTRACTUAL PROVISIONS ATTACHMENT B

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 21st day of April, 2016.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Attachment C Indicator 14: Post School Outcomes 2014-2015 school year

The following data may be used pursuant to the Agreement and must be destroyed or returned to KSDE no later than February 28, 2017.

<p>14: Post School Outcomes</p>	<p>The following data from education records of special education students who exited from Kansas secondary schools during the 2014-2015 school year:</p> <ul style="list-style-type: none"> -Student's name (first, last and middle initial) -Student's date-of-birth -Student's unique identification number -Student's gender -Student's race -Student's ethnicity -Student's school district (name and code) -Student's funding building (name and code) -Student's special education disability (exceptionality code w/o gifted) -Student's school year -Student's exit code(s) -Student's phone number* -Student's address (street, city, state, zip) * -Student's email* -Student's parent/guardian phone number* *if available 	<p>Individual Child data (data elements collected between 2014-2015) KIDS and the Outcomes Postschool Senior Exit Survey</p>
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Attachment D -- 2015-2016 school year
 Indicators 4 (Suspension and Expulsion, and Significant Disproportionality), 8 (Parental Involvement), 9 (Disproportionate Representation), and 10 (Disproportionate Representation-Disability Category)

The following data may be used pursuant to the Agreement and must be destroyed or returned to KSDE no later than February 28th, 2017.

Data for SY 2015-2016		
4: Suspension and Expulsion; and Discipline Significant Disproportionality (SigDis)	KSDE 618 MIS database - June End of Year Final Report 1. KIDS ID 2. Local student ID 3. Legal last name 4. Legal first name 5. Birth date 6. Grade 7. Age on December 1 8. Age on June 30 9. Gender 10. Primary disability category 11. Secondary disability category 12. Gifted (Yes or No) 13. Agency start date 14. Agency exit date 15. LEA number 16. Assigned child organization (district number) 17. Responsible school 18. Neighborhood organization (district number) 19. Neighborhood school 20. Service start date earliest 21. Service end date latest 22. IEP date current 23. IEP date first 24. Primary Provider name 25. Service codes 26. Service line settings 27. FTE school finance 28. FTE special ed 29. ELL 30. OSEP race category 31. Federal environment code 32. Federal disability code 33. OSEP Table 1 disability 34. OSEP Table 4 exit 35. OSEP Table 5 discipline 36. Placement name	Individual Child data

<p>4: Suspension and Expulsion; and Discipline SigDis</p>	<p>KSDE 618 MIS database - OSEP Table 5 Discipline Report Final Report (15-16 school year)</p> <ol style="list-style-type: none"> 1. Last name 2. First name 3. Middle name 4. KIDS ID 5. Local student ID 6. Birth date 7. Cooperative number 8. Responsible LEA 9. Responsible building 10. Start date 11. Exit data 12. Primary exceptionality category 13. Secondary exceptionality category 14. Federal disability code 15. Ethnicity code 16. Eligibility code 17. Grade 18. Status 19. IEP date 20. Gender 21. LEP 22. Basis of removal 23. Education service during expulsion 24. Total Days In School Suspension: Drugs 25. Total Days In School Suspension: Weapons 26. Total Days In School Suspension: Hearing 27. Total Days In School Suspension: Violation of student code of conduct 28. Total Days In School Suspension: Serious bodily injury 29. Total Days In School Suspension: Total 30. Total Days Out-of-School Suspension: Drugs 31. Total Days Out-of-School Suspension: Weapons 32. Total Days Out-of-School Suspension: Hearing 33. Total Days Out-of-School Suspension: Violation of student code of conduct 34. Total Days Out-of-School Suspension: Serious bodily injury 35. Total Days Out-of-School Suspension: Total 36. Total Days Expulsion: Drugs 37. Total Days Expulsion: Weapons 38. Total Days Expulsion: Hearing 39. Total Days Expulsion: Violation of student code of conduct 	<p>Individual Child data</p>
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	40. Total Days Expulsion: Serious bodily injury 41. Total Days Expulsion: Total 42. Total Days In School Suspension + Out-of-School Suspension + Expulsion: Drugs 43. Total Days In School Suspension + Out-of-School Suspension + Expulsion: Weapons 44. Total Days In School Suspension + Out-of-School Suspension + Expulsion: Hearing 45. Total Days In School Suspension + Out-of-School Suspension + Expulsion: Violation of student code of conduct 46. Total Days In School Suspension + Out-of-School Suspension + Expulsion: Serious bodily injury 47. Total Days In School Suspension + Out-of-School Suspension + Expulsion: All	
4: Suspension and Expulsion; and Discipline SigDis	KSDE 618 MIS database - OSEP Table 5 Discipline Report – Detail Final Report (15-16 school year) 1. KIDS ID 2. Assign child organization (district number) 3. Incident date 4. Basis of removal 5. In-School suspension 6. Out-of-school suspension 7. Expelled 8. Days of removal 9. Services provided (Yes or No) 10. Gender 11. ELL 12. OSEP Disability category 13. OSEP Race/Ethnicity category	Individual Child data
(SigDis) Discipline	KSDE 618 MIS database - December 1 Count 1. KIDS ID 2. Local student ID 3. Legal last name 4. Legal first name 5. Birth date 6. Grade 7. Age on December 1 8. Age on June 30 9. Gender 10. Primary disability category 11. Secondary disability category 12. Gifted (Yes or No) 13. Agency start date 14. Agency exit date 15. LEA number 16. Assigned child organization (district number)	Individual Child data

	17. Responsible school 18. Neighborhood organization (district number) 19. Neighborhood school 20. Service start date earliest 21. Service end date latest 22. IEP date current 23. IEP date first 24. Primary Provider name 25. Service code 26. Service line settings 27. FTE school finance 28. FTE special ed 29. ELL 30. OSEP race category 31. Federal environment code 32. Federal disability code 33. OSEP Table 1 disability 34. OSEP Table 4 exit 35. OSEP Table 5 discipline 36. Placement name	
8: Parent Involvement	Indicator 8- Parent survey **No personally identifiable information Parent survey information consists of: <ol style="list-style-type: none"> 1. Child's grade 2. Child's age 3. Child's race/ethnicity 4. Child's primary disability 5. 10 survey questions about the quality of the service parent received, such as, "Written information I receive is written in an understandable way," and "Teachers and administrators encourage me to participate in the decision-making process." 	Individual parent responses- no identifiable information
9: Disproportionate Representation	Indicator 9 Report from KSDE 618 MIS database - (September 20 Enrollment Count & December 1 Count) The following fields from the September 20 Count: <ol style="list-style-type: none"> 1. School Year 2. District Number 3. District Name 4. Total Enrollment 5. Race The following fields from the December 1 Count: <ol style="list-style-type: none"> 1. KIDS ID 16. Assigned child organization (district number) 	Individual Child data

	30. OSEP race category	
10: Disproportionate Representation-Disability Category	<p>Indicator 10 Report from KSDE 618 MIS database - (September 20 Enrollment Count & December 1 Count)</p> <p>The following fields from the <u>September 20 Count:</u></p> <ol style="list-style-type: none"> 1. School Year 2. District Number 3. District Name 4. Total Enrollment 5. Race <p>The following fields from the <u>December 1 Count:</u></p> <ol style="list-style-type: none"> 1. KIDS ID 16. Assigned child organization (district number) 30. OSEP race category 	Individual Child data
SigDis Identification	<p>Indicator 9 Report from KSDE 618 MIS database - (September 20 Enrollment Count & December 1 Count)</p> <p>The following fields from the <u>September 20 Count:</u></p> <ol style="list-style-type: none"> 1. School Year 2. District Number 3. District Name 4. Total Enrollment 5. Race <p>The following fields from the <u>December 1 Count:</u></p> <ol style="list-style-type: none"> 1. KIDS ID 16. Assigned child organization (district number) 30. OSEP race category 	Individual Child data
SigDis Category	<p>Indicator 10 Report from KSDE 618 MIS database - (September 20 Enrollment Count & December 1 Count)</p> <p>The following fields from the <u>September 20 Count:</u></p> <ol style="list-style-type: none"> 1. School Year 2. District Number 3. District Name 4. Total Enrollment 5. Race <p>The following fields from the <u>December 1 Count:</u></p> <ol style="list-style-type: none"> 1. KIDS ID 16. Assigned child organization (district number) 30. OSEP race category 	Individual Child data
SigDis Environment	KSDE 618 MIS database - September 20 and December 1 Count	Individual Child data

	<p>The following fields from the September 20 Count - this file summarizes results by district – each row represents a district. Enrollment is based on students age 6 to 21:</p> <ol style="list-style-type: none">1. School Year2. District Number3. District Name4. Total Enrollment5. Enrollment by Race <p>The following fields from the December 1 Count - this file is an individual student level file – each row represents a student:</p> <ol style="list-style-type: none">1. KIDS ID2. Age3. Assigned child organization (district number)4. OSEP race category – primary disability5. Environment6. Placement	
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