

Attachment B 1 - Purpose and Scope

The Department will disclose student data and personally identifiable information to KUCR in furtherance of the state assessment program for the 2016-17 school year pursuant to the Department's contract number 652-16-1897.

KUCR is a service provider of an educational agency who is engaged to perform an assessment and longitudinal reporting.

Disclosure of student data and personally identifiable information is in furtherance of the audit an evaluation exception pursuant to FERPA, 20 U.S.C. §1232g(b)(1)(C), (b)(3), and (b)(5) as well as the assessment and longitudinal reporting allowance under the Student Data Privacy Act.

The current custodian appointed by KUCR is Staley Cluts, Data Security Officer, Agile Technology Solutions, skluts@ku.edu, 785-864-0763.

Data requested by KUCR:

KIDS Information

Create Date	Record Common_ID
D1	Record Type
D13	State Student Identifier
D2	Accountability Building No
D4	Legal Last Name
D5	Legal First Name
D6	Legal Middle Name
D7	Generation Code
D8	Gender
D9	Birth Date
D10	Current Grade Level
D11	Local Student Identifier
D12	Hispanic Ethnicity
D14	Current School Year
D16	Attendance Building
D18	School Entry Date
D30	TEST Comprehensive Race
D32	TEST Primary Disability Code
D33	TEST Gifted Student Code
D30	TEST ESOL Participation Code
D54	TEST Math Grouping 1

D55	TEST Math Grouping 2
D56	TEST ELA Grouping 1
D57	TEST ELA Grouping 2
D58	TEST Science Grouping 1
D58	TEST Science Grouping 2
D60	TEST HGSS Grouping 1
D61	TEST HGSS Grouping 2
D62	TEST Financial Literacy Grouping 1
D63	TEST Financial Literacy Grouping 2
D64	TEST General CTE Grouping 1
D65	TEST General CTE Grouping 2
D66	TEST Comprehensive Ag
D67	TEST Animal Systems
D68	TEST Plant Systems
D69	TEST Manufacturing Production
D70	TEST Design and Pre-Construction
D71	TEST Finance
D72	TEST Comprehensive Business
D73	TEST AV Communications
D74	TEST ELPA Grouping 1
D75	TEST ELPA Grouping 2
D76	TEST State Math Assessment
D77	TEST State ELA Assessment
D78	TEST State Science Assessment
D79	TEST State HGSS Assessment
D80	TEST State Financial Literacy Assessment
D81	TEST State CTE General Assessment
D82	TEST State Comprehensive Agriculture Assessment
D83	TEST Animal Systems Assessment
D84	TEST Plant Systems Assessment
D85	TEST Manufacturing Production Assessment
D86	TEST Design and Pre-Construction Assessment
D87	TEST Finance Assessment
D88	TEST Comprehensive Business Assessment
D89	TEST AV Communications Assessment
D90	TEST State English Language Proficiency Assessment
D91	TEST State ELPA Proctor ID
D92	TEST State ELPA Proctor First Name
D93	TEST State ELPA Proctor Last Name
D26	EXIT Exit Withdrawal Date
D27	EXIT Exit Withdrawal Type
D30	EXIT Comprehensive Race
D32	EXIT Primary Disability Code
D39	EXIT ESOL Participation Code

TASK Information

Create Date

Record Common ID

C1	Record Type
C12	State Student Identifier
C2	School Identifier
C3	Legal Last Name
C4	Legal First Name
C5	Legal Middle Name
C6	Generation Code
C7	Gender
C8	Date of Birth
C9	Current Grade Level
C10	Student Local ID
C13	Current School Year
C15	State Subject Area Code
C16	State Course Identifier
C17	Local Course ID
C18	Course Status
C19	Educator Identifier
C20	Educator's Last Name
C21	Educator's First Name
C22	Educator's Middle Name

get Buildings Webservice

Column	Description
org_no	A unique five-character value that identifies the building's organization.
bdg_no	A unique four-digit number that identifies the building.
principal	Email of the superintendent unless blank or official organization email
address	Address for building
city	The city where the building is located.
state	The state where the building is located.
zip	The zip code where the building is located.
phone	The building's main phone #.
email	Principal or head teacher or if null building official email

	Identifies whether the building is currently open.
	A= Open or active
	C= Closed
status	P= Pending
AYPbldg	QPA flag determines whether building is an AYP building
date_closed_mmddyy	Date the building is closed if applicable

get_Organizations webservice

Column	Description
org_no	A unique five-character value that identifies the organization.
org_name	The name of the organization.
superintendent	Name of the superintendent for the district
address	Address of the organization's Central Office.
city	The city where the organization's central office is located.
state	The state where the organization's central office is located.
zip	The zip code where the organization's central office is located.
phone	Name of the superintendent for the district
email	Email of the superintendent unless blank or official organization email

KUCR contracted with the Kansas State Board of Education (KSBE) to assist in the development, administration, scoring, analysis (to include educational studies as directed by the Department) and reporting of the state assessment program for the 2016-17 school year as more fully described in Attachment A to the Department's Contract Number 652-16-1897. In order to conduct many of these tasks, KUCR requires access to the data listed above. Many of these data elements involve personally identifiable information from student records.

The Department collects individual student data from local education agencies and makes that data available to KUCR via webservice technologies. The data sets made available to KUCR are located in the above lists. KUCR uses the data to provide assessments for individual students, and then returns the individual student data to the Department along with the student's assessment results and other indicators. This process is scheduled and anticipated to occur near

the end of the assessment window. Prior to processing real student data, KUCR will provide data elements in test files to the Department for the purpose of verifying data transfer compatibility. KUCR also uses the data to determine student-teacher relationships in order to provide access for teachers to a variety of student assessment tools and analytical reports.

Delivery effectiveness involves the provision (electronic or paper) of the test product to the student and its return to KUCR, including test security. The number of tests released or sent to each specific school will be compared with the number of tests returned at least partially completed from that school. This number should be equal with explanation requested for significant variance. Determination if students taking a non-standard assessment will be compared to students taking a standard assessment with particular attention to individual students taking non-standard in one subject and standard in another.

KUCR will use a variety of methodologies to conduct an internal audit of the returning data for completeness and accuracy. KUCR also will use a variety of methodologies to fulfill their responsibilities as more fully described in the Department's Contract Number 652-16-1897.

Attachment B2 - Security Representative

Lane Wiley
Director, IT, KSDE
(785) 296-0758 (work)
(785) 207-7730 (cell)
lwiley@ksde.org

Data request is tracked as FP # 3310

CONTRACTUAL PROVISIONS ATTACHMENT B3

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 15th day of June 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 fil seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 fil) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 fil seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 fil 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 ffll §fill:.), 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 ffll ffllQ.
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.

CONTRACTUAL PROVISIONS ATTACHMENT C

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."

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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.
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