

# OREGON DEPARTMENT OF EDUCATION (ODE)

## DATA ACCESS & USE POLICY (DAUP)

*DRAFT V- 4.0*

### ***STUDENT-LEVEL INFORMATION***

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## (ODE) – STUDENT-LEVEL DATA

### I. POLICY STATEMENT

Oregon Department of Education (ODE) does not permit access to, or the disclosure of student-level data contained therein (other than directory information) except for purposes authorized under the Family Educational Rights and Privacy Act (FERPA), and any applicable state and local administrative rules.

### II. PURPOSE

This policy establishes the procedures and protocols for collecting, maintaining, disclosing, and disposing of education records containing student-level data about students. It is intended to be consistent with the disclosure provisions of the federal Family Educational Rights and Privacy Act (FERPA).

### III. DEFINITIONS

- A. "Directory Information" means those items of student-level data contained in a student's education record that would not generally be considered harmful or an invasion of privacy if disclosed. Directory information may include and is not limited to, the student's name, address, telephone listing, photograph, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of athletic team members, dates of attendance, degrees and awards received, and the most recent previous educational agency or institution attended." Source": OSBA
- B. Each district defines directory information in its School Board Policies. Parents are told, in writing, at the beginning of each school year, what information the district considers directory information available to the general public. Parents are told directory information is released unless the parent notifies the district by a certain date not to do so.
- C. "Disclose" or "Disclosure" means to permit access to, or to release, transfer, or otherwise communicate, student-level data contained in education records to any party, by any means, including oral, written, or electronic.
- D. "Education Records" means any information or data recorded in any medium, including but not limited to handwriting, print, tapes, film, microfilm, and Microfiche, which contain information directly related to a student and which are maintained by ODE or any employee, agent, or contractor of ODE.
- E. "Maintain the Confidentiality" means to preserve the secrecy of information by not disclosing the information.
- F. Student-level data means data or a record that includes any of the following:

1. The name of a student, the student's parent or other family member;
  2. The address of the student;
  3. A personal identifier, such as the student's social security number or an assigned student number;
  4. A list of personal characteristics which makes the student's identity easily traceable; or
  5. Other information which makes the student's identity easily traceable, such as being a standout athlete as a Footballer, Basketballer, and similar sports.
- F. "Security" means technical procedures that are implemented to ensure that records are not lost, stolen, vandalized, illegally accessed, or improperly disclosed.
- G. "Student" means any person who is or has attended public or accredited non-public school and for whom ODE maintains student-level education records or data.
- H. "OAIS" stands for Office of Assessment and Information Services

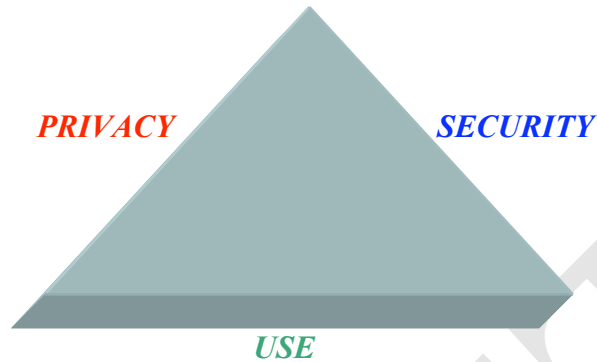
#### **IV. INFORMATION MAINTAINED**

ODE collects and maintains student-level information from education records of Oregon students, including:

- A. Personal data which identify each student. These data may include, but are not limited to, name, student identification number, address, race/ethnicity, gender, date of birth, place of birth, social security number, name and address of parent or lawful custodian;
- B. Attendance data;**
- C. Data regarding student progress, including grade level completed, school attended, academic work completed, and date of graduation;
- D. Standardized test scores;**
- E. Data regarding eligibility for special education and special education services provided to the student; and
- F. Data regarding eligibility for other compensatory programs and special program services provided to the student.

**V. DATA GOVERNANCE:**

**GOVERNANCE TRIAD**

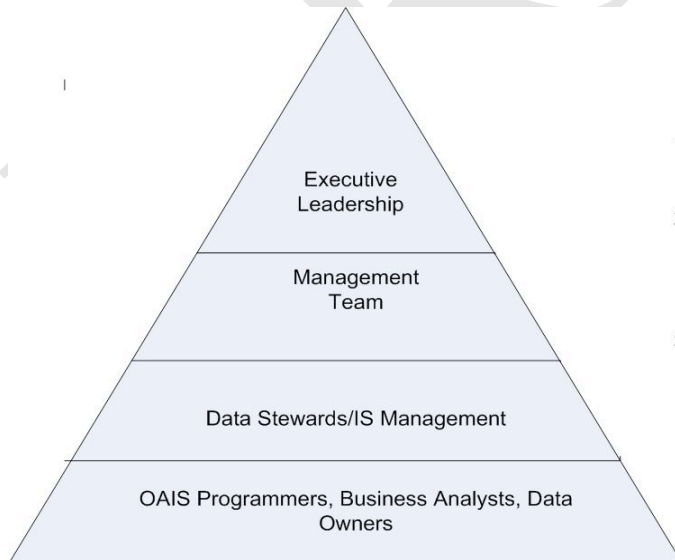


Data governance (DG) refers to the overall data quality management, including availability, usability, integrity, and security of the data employed in an enterprise. A data governance triad strikes a manageable balance between **Privacy**, **Security** and **Use** policies, while enabling enterprise standards via metadata, data consistency, completeness, timeliness and report accuracy.

Key Objectives of Data Governance

- Achieve consistency in collecting and reporting data across agency teams and systems.
- Achieve high quality data in our collection, analysis and reporting.
- Respond in a timely manner to data issues that are escalated through the Data Governance framework.

*The following diagram portrays the model and the remainder of this document describes responsibilities of various roles and potential next steps.*



Escalation Process

1. OAIS Programmers and/or ODE data owners escalate data issue to Data Stewards.
2. Data Stewards contact IS management to resolve Issue. If no resolution, data stewards/IS management propose solutions and escalate to Management Team.
3. Management Team chooses solution or proposes new solution to IS Managers/Data Stewards. If unable to implement solution due to resource constraints or other reason, MT escalates to Executive Leadership for final decision.

**ODE ROLES**

**Executive Leadership (Superintendent & Deputy):** Responsible for delegating authority, escalation, public release, and resources around data.

**Management Team (Assistant Superintendents):** Responsible for making policy decisions around the following:

- Authorizing collection of new data
- Authorizing the reduction of unnecessary data collections
- Security/Release of data
- Authorizing deadlines for the collection of data

Essentially, Management Team will authorize collection and storage of data when there is a compelling business need, such as a legislative mandate or a requirement to support state operations.

**Data Stewards:** Staff responsible for the release/validation of ODE level data.

- Act as a source of knowledge and advocacy for data initiatives.
- Ensure office data projects maintain focus and meet deadlines.
- Escalate issues as necessary to Management Team.
- Ensure data quality and data timelines through collaboration with other office stewards and IT.
- Communicate with Data Owners about data standards, deadlines, and policies regarding specific data collections.
- Track federal and state legislation involving data elements and translate impact for the Agency.

**Data Owners (i.e. LEP, Migrant, IDEA, Assessment):** ODE program staff responsible for collecting, validating and reviewing accurate and reliable information. Data owners should have clear understanding of pending policy changes and the impact on the collection of their assigned data collections. ODE's program staff that collect and/or disseminate information are responsible for ensuring the underlying data are well defined, accurate and reliable as well as providing notification if the underlying data changes.

**Business Analysts/Programmers (O AIS):** Responsible for reviewing data with office units and ensure clear explanation/interpretation from office business requirements to technical business rules. Works with data stewards and data owners to ensure proper interpretation of business rules and ensure alignment with business requirements. Works with office staff to prepare sample reports, mockups, and sample data sets. Program reports and data extracts based on approved business requirements. Submit data either through the ED Facts portal and/or public website after data steward formal signoff.

**Student information may be maintained in one or more student data systems. All systems shall be subject to this policy.**

## VI. MEASURES TO MAINTAIN THE CONFIDENTIALITY OF STUDENT INFORMATION

The ODE shall utilize various procedures and security measures to ensure the confidentiality of student records. These procedures shall include assignment of a unique identifier to each student, a system of restricted access to data, and statistical cutoff procedures.

- A. A unique Student ID (SSID) is assigned to each Oregon student. The Student ID is computer generated and contains no embedded meaning. After being checked for duplicates, it becomes permanently assigned to a new student.
- B. Security protocols shall be designed and implemented by the ODE. They shall limit who has access to the data and for what purposes.
- C. The ODE also shall adopt statistical cutoff procedures to ensure that confidentiality is maintained.
- D. All ODE personnel collecting or using student-level information shall be provided instruction annually regarding procedures adopted in accordance with this policy.

## VII. DATA VALIDATION & REPORTING

**KIDS ODS (Operational Data Store)** is a repository of detailed ETL (Extract, Transform, & Load) directory information of a student, extracted and loaded from a regional data warehouse. Each of the six regional data warehouses has an ODS associated with their region which can only be accessed by the authorized representative(s) of the region for data validation purposes. A fully validated ODS at ODE is a pre-requisite for KIDS data warehouse loading. More importantly, each regional ODS is the source for student record or transcript exchange between districts for transferring students, and will similarly meet the needs of the OUS (Oregon University System) for high school transcript requests to institutions of higher learning in the state.

**KIDS Data Warehouse** will be loaded and refreshed from the ODS on a daily or weekly frequency. Reports will be at summary level student data, with students' personal identifications stripped. An example of a report from the KIDS data warehouse will be a comparative analysis such as Graduation or Drop-out rates across districts or regions, measured against ethnicity enrollment. A number of PMs (Performance Measures) will be developed and made available to both ODE management staff and district or legislative stakeholders. The KIDS data warehouse will be "Read-Only", with no opportunity for users to change or update any information in the warehouse. As in the ODS, the authorized regional warehouse quality assurance personnel will be given access to KIDS warehouse for report validation, before granting access to stakeholders and end-users. No student data classified as **SENSITIVE** will be loaded into the KIDS data warehouse.

*Students' data that meet the "sensitive" criteria will be compiled and referenced in Appendix A.*

## **VIII. DISCLOSURE OF DATA FOR RESEARCH**

ODE may disclose confidential student-level information of students to organizations for research and analysis purposes to improve instruction in public schools. Any such disclosure shall be made only if the following requirements are met.

- A. The conditions in FERPA regulation 34 CFR 99.31(a)(6) are met.
- B. The research project is approved by the Assistant Superintendent of Education for Assessment and Information Services, utilizing ODE's criteria for approving research requests. (See Appendix C, for approval criteria)
- C. The recipient organization has signed the Acknowledgement of Confidentiality Requirements and is under direct contract with ODE.

## **IX. RECORD OF ACCESS**

The ODE shall maintain a record which indicates the name of any individual or organization external to ODE that requests and is allowed access to students' educational records, in compliance with FERPA guidelines. The record of access also shall indicate the interest such person or organization had in obtaining the information, as well as the date the requested data were disclosed. Summary level data and reports will be published at the KIDS data warehouse, without student-level information, and accessible to the public. Publication of students' data and reports at the KIDS data warehouse will be subject to rigorous validation and approval process by ODE and key regional stakeholders.

## **X. DESTRUCTION OF DATA**

Student-level information that is maintained by, or on behalf of ODE, that's no longer needed shall be destroyed in accordance with Secretary of State Archives division administrative rules. The manner of destruction shall protect the confidentiality of the information. The qualifying student data will be classified by the regional or district stakeholders, in consultation with ODE.

## **XI. ACCESS TO STUDENT RECORDS BY PARENTS**

Oregon Department of Education may provide parents of students, and adult students, access to education records. However, any such request for access shall be made in writing, and routed through the resident district of the requesting student.

- A. Any proper request for access to inspect and review any personally identifiable data relating to a student shall be granted without unnecessary delay and, in no case, more than 45 days after the request is made. However, ODE will require proof of identity before access to records is granted.

- B. If any record includes data on more than one child, the parents shall be allowed to inspect and review only those data relating to their child.
- C. Parents shall be provided a response to reasonable requests for explanation or interpretation of the data.

## **XII. ACCESS TO STUDENTS' INFORMATION BY THE NEWS MEDIA.**

- A. Media requests for student information from ODE will be directed to publicly available and summary level information previously posted to the KIDS data warehouse.
- B. Media access to directory information at the districts will be granted through procedures set up in school district Use policies. The policy should require the media to obtain parental permission before access and use of any of the information gathered about the student.

## **XIII. Process for Handling Information Requests**

Over the past several years, Oregon Department of Education (ODE) has received a growing number of information and data requests, and currently handling them on a case-by-case basis. However as the number of requests grow, ODE may establish a **Data Request Review Board** to standardize request approval process in order to handle them in a fair and timely manner. A description of the process is as follows.

- 1. External data requests for specific information will not be honored unless one of the following is true:**
  - 1.1 The material requested has already been published or has been collected and can be easily put into a distribution format that protects confidential information.
  - 1.2 The requestor completes the process for conducting research with ODE data and has his/her proposal accepted and approved by the Assistant Superintendent (OAIS). (See attachments A through C.)
  - 1.3 The data is not already readily available through the federal data ask program @ [www.schooldatairect.org](http://www.schooldatairect.org)

**2. Proposals submitted to the ODE (OAIS) will be subject to the following:**

- 2.1 Before review by the ODE, proposals may be forwarded to appropriate staff within ODE for their comments and recommendations. Information provided by ODE staff will be considered in the proposal review.
- 2.2 Research proposals that fall under the department's primary mission statement or the Board's goals will receive first priority.
- 2.3 ODE staff resources will limit the number of requests that can be honored during a fiscal year. Thus, some worthy studies that receive ODE approval may need to be postponed until resources are available.
- 2.4 There may be a charge associated with a data request/research proposal, even those approved by the ODE. The charge for published documents will be determined by printing and mailing costs. The charge for conducting data selection/analysis tasks associated with a research proposal will vary but will not exceed the defined hourly rate per hour (Currently \$50 per hour). Cost estimates, if any, will be provided to the researcher.
- 2.5 A conference will be held, by phone or in person, with researchers whose proposals have been accepted. During the conference, ODE and the researcher(s) will come to an agreement on objectives, end products, timelines, areas of responsibility, data security arrangements, authorship credit, and costs. A written statement, outlining the terms of the agreement, will be signed by the researcher and the Assistant Superintendent of Education.
- 2.6 Researchers will provide a copy of products resulting from the research (e.g., publication, report, book) to the ODE.

**3. Documentation of all research requests will be maintained.**

- 3.1 ODE staff will track progress on each research project and data request via ODE's Data Request Tracking System.
- 3.2 Files sent and technical assistance given to researchers will be included in the Data Request tracking documentation.
- 3.3 ODE staff will attach a copy of the end result of a research project (publication, report, book) or a link to the material to the Data Request Tracking documentation.

## APPENDIX A

### **DIRECTIONS FOR APPLICATION TO CONDUCT RESEARCH WITH STUDENT LEVEL DATA COLLECTED BY OREGON DEPARTMENT OF EDUCATION (ODE)**

Under FERPA regulations, student level data can be released only to researchers from agencies under the *direct control* of Oregon Department of Education or to those with parent or eligible student consent to obtain the data. *Direct Control*, in this context, means that the agent is under contract with the department to conduct research on behalf of the department. Researchers who are interested in such an arrangement should comply with the following directions.

1. Researcher must read the Criteria for Release of Confidential Information, complete the Research Proposal Application and the Acknowledgment of Confidentiality Requirements documents, and submit both forms to Oregon State Department of Education, Office of Assessment & Information Services (OAIS), 255 Capitol Street, NE, Oregon 97310
2. Research proposals received will be reviewed by ODE. As necessary, ODE legal staff and program staff from the department most closely connected to the research topic may be included in the review process. Researchers will be informed of the ODE's decision about acceptance/rejection of the proposal in as timely a manner as possible.
3. Once a proposal is accepted, researchers and the appointed ODE liaison will conference for the purpose of developing an agreement related to objectives, end products, timelines, areas of responsibility, data security arrangements, authorship credit, and costs. This agreement must be signed by the Researcher and approved by the ODE Assistant Superintendent of Education for Assessment & Information Services.
4. Once an agreement is signed, an extract of requested data will be provided to the researcher.
5. "SENSITIVE DATA" classification include: (To be compiled)
6. Questions about directions or procedures for research may be addressed to ODE's Office of Assessment & Information Services.

## APPENDIX B

### RESEARCH PROJECT CONFIDENTIALITY AGREEMENT

**WHEREAS**, Oregon Department of Education (ODE) has collected certain data that contain confidential student-level information, and ODE requires this confidentiality to be protected; and

**WHEREAS**, Oregon Department of Education is willing to make these data available for research and analysis purposes to improve instruction in public elementary and secondary schools, but only if the data are used and protected in accordance with the terms and conditions stated in this Agreement.

**NOW, THEREFORE**, it is hereby agreed between

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(Typed name and address of Research Organization), hereinafter referred to as the “Researcher,” and ODE that:

#### I. INFORMATION SUBJECT TO THIS AGREEMENT

- A. All data containing student-level information collected by or on behalf of ODE that are provided to the Researcher and all information derived from those data, and all data resulting from merges, matches, or other uses of the data provided by ODE with other data, are subject to this Agreement and are referred to herein as the “subject data.” The subject data under this Agreement will be provided to the researcher in an encrypted media, including all ‘mobile’ copies of the data.
- B. The Researcher may use the subject data only for the purposes stated in the Research Proposal Application which is attached hereto and made a part of this Agreement (marked as Attachment 1), and is subject to the limitations imposed under the provisions of this Agreement.

#### II. INDIVIDUALS WHO MAY HAVE ACCESS TO SUBJECT DATA

Researcher agrees to limit and restrict access to the subject data to the following three categories of individuals:

1. The Project Leaders in charge of the day-to-day operations of the research and who are the research liaisons with ODE.
2. The Professional/Technical staff in charge of the research under this Agreement.
3. Support staff including secretaries, typists, and computer technicians, shall be allowed access to the subject data, only to the extent necessary to support the research.

### III. LIMITATIONS ON DISCLOSURE

- A. Researcher shall not use or disclose the subject data for any purpose not expressly stated in the Research Proposal Application approved by ODE, unless the Researcher has obtained advance written approval from the ODE Research Liaison.
- B. Researcher may publish the results, analysis, or other information developed as a result of any research based on the subject data made available under this Agreement only in summary or aggregate form, ensuring that the identities of individuals included in the subject data are not revealed.

### IV. ADMINISTRATIVE REQUIREMENTS

- A. The research conducted under this Agreement shall be limited to, and consistent with, the purposes stated in the Research Proposal Application.
- B. Notice and training on confidentiality and nondisclosure.
  - 1. Researcher shall notify and train each of its employees who will have access to the subject data of the strict confidentiality of such data, and shall require each of those employees to execute an Acknowledgement of Confidentiality Requirements.
  - 2. Researcher shall maintain each executed Acknowledgement of Confidentiality Requirements at its facility and shall allow inspection of the same by ODE upon request.
  - 3. Researcher shall promptly notify ODE in writing when the access to the subject data by any individual is terminated, giving the date of the termination.
- C. Publications made available to ODE.
  - 1. Copies of each proposed publication or document containing or based upon the subject data shall be provided to ODE before the publication or document is finalized. ODE shall advise the Researcher whether disclosure is authorized.
  - 2. Researcher shall provide ODE a copy of each publication containing information based on the subject data or other data product based on the subject data made available through ODE.
- D. Researcher shall notify ODE immediately in writing upon receipt of any request or demand for disclosure of the subject data.
- E. Researcher shall notify ODE immediately in writing upon discovering any breach, or suspected breach, of security, or of any disclosure of subject data to an unauthorized party or agency.
- F. Technical and administrative contacts for the regional data warehouses will be promptly notified of any suspected or confirmed breach of security.

## **V. SECURITY REQUIREMENTS**

### **A. Maintenance of, and access to, the subject data.**

1. Researcher shall retain the original version of the subject data at a single location and shall not make a copy or extract of the subject data available to anyone except individuals specified in paragraph II.
2. Researcher shall maintain the subject data (whether maintained on a mainframe facility, central server, personal computer, or in print or other medium materials) in an area that has access limited to authorized personnel only. Researcher shall not permit removal of any subject data from the limited access area.
3. Researcher shall ensure that access to the subject data maintained in computer files or databases is controlled by password protection. Researcher shall maintain all printouts, diskettes, or other physical products containing individually-identifiable information derived from subject data in locked cabinets, file drawers, or other secure locations when not in use.
4. Researcher shall ensure that all printouts, tabulations, and reports are edited for any possible disclosure of student-level subject data.
5. Researcher shall establish procedures to ensure that the subject data cannot be extracted from a computer file or database by unauthorized individuals.

### **B. Retention of subject data.**

1. Researcher shall destroy the subject data including all copies, under ODE supervision, when the research that is the subject of this Agreement has been completed or this Agreement terminates, whichever occurs first.

## **VI. TERMINATION OF THIS AGREEMENT**

1. This Agreement shall terminate six months from the date it is signed by the ODE Liaison. The Agreement, however, may be extended by written agreement of the parties.
2. Any violation of the terms and conditions of this Agreement may result in the immediate revocation of this Agreement by ODE.
  - a. The ODE Research Liaison may initiate revocation of this Agreement by written notice to Researcher indicating the factual basis and grounds of revocation.
  - b. Upon receipt of the written notice of revocation, the Researcher shall immediately cease all research activity related to the Agreement until the issue is resolved. The Researcher will have 3 business days to submit a written Response to the ODE Research Liaison indicating why this Agreement should not be revoked.

- c. The ODE shall decide whether to revoke this Agreement based on all the information available to it. ODE shall provide written notice of its decision to the Researcher within 10 business days after receipt of the Response. These timeframes may extend for good cause.

**SIGNATURE PAGE**

By signing below, the official of the Research Organization certifies that he or she has the authority to bind the Research Organization to the terms of this Agreement and that the Research Organization has the capability to undertake the commitments in this Agreement.

1. Location at which the subject data will be maintained and analyzed.	
<hr/>	
2. Signature of the Official of the Research Organization	3. Date
4. Type/Print Name of Official	5. email
6. Title	7. Telephone
8. Mailing Address	
<hr/>	
9. Signature of the Principal Research Analyst	10. Date
11. Type/Print Name of Principal Research Analyst	12. email
13. Title	14. Telephone
15. Mailing Address	
<hr/>	
16. Signature of ODE Research Liaison	17. Date
18. Type/Print Name of ODE Research Liaison	19. email
20. Title	21. Telephone
22. Mailing Address	
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Fax to 785-296-3523, Attn: ODE Office of Assessment & Information Services (OAIS)

## APPENDIX C

### CRITERIA FOR RELEASE OF CONFIDENTIAL INFORMATION

Student-level data held at Oregon Department of Education (ODE) will be released for research purposes only after the following approval requirements or factors have been considered:

1. The research may improve Oregon public elementary and secondary education.
2. The research question(s) cannot be answered without the student-level data;
3. The experience of the requesting Research Organization in performing similar research projects and to conduct the proposed research project;
4. The capacity of the requesting Research Organization to keep the data secure; and
5. The availability of ODE staff to fulfill the data request for the research project and monitor the research activities.

Such data will not be released unless the data are requested by an organization that (a) has developed a Research Proposal that has been approved by the ODE, (b) has completed an Acknowledgement of Confidentiality Requirements, and (c) is under contract with ODE.

**APPENDIX D**

**ACKNOWLEDGMENT OF CONFIDENTIALITY REQUIREMENTS**

I, \_\_\_\_\_  
hereby acknowledge that I may be given access to confidential student-level information as part of this ODE supported Research Project and I hereby acknowledge that I cannot:

1. Use, reveal, or in any other manner disclose any student-level information furnished, acquired, retrieved, derived, or assembled by me or others for any purpose other than those purposes specified in the Research Proposal Application for this Research Project; or
2. Make any disclosure whereby an individual could be identified, or the data related to any particular individual be identified.

I also pledge to adhere to all data security guidelines applicable to this Research Project. I understand that I am subject to disciplinary action for disclosure of this information to any unauthorized person or agency.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

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

Research Project: \_\_\_\_\_

Fax to 503-378-5156, Attn: ODE Office of Assessment & Information Services (O AIS)

**APPENDIX E**  
**RESEARCH PROPOSAL APPLICATION**

Title of Proposed Research Project:	
Research Organization Name:	
Address:	
Name of Primary Researcher:	
Title:	
Phone:	Email:

Provide a description of the research to be performed, including the research question(s) to be addressed and potential improvements or benefits to Oregon education of answering the questions; the organization sponsoring the research; research timeline; the specific data items that will be requested from Oregon Department of Education (ODE); other data that will be collected for the research and from whom; how the data will be used and analyzed;<sup>1</sup> how the analysis will be reported and to whom; the names and titles of the professional and support staff who will conduct the research and analysis;<sup>2</sup> the estimated time the data from ODE will be needed; and the desired medium of data release from ODE (e.g., CD). Also, provide a detailed description of how the data will be kept secure, including computer security, physical handling and storage of data, and transportation of data.

Fax to 503-378-5156, Attn: ODE Office of Assessment & Information Services (OAIS)

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<sup>1</sup> Data must only be used for purposes associated with the data collection and analysis specified in this Research Proposal.

<sup>2</sup> Attach research staff VITA.