

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TEXAS JUVENILE JUSTICE DEPARTMENT AND
THE TEXAS EDUCATION AGENCY
CON0001515**

WHEREAS, University of Chicago on behalf of the Booth School of Business (Requester) has submitted a written research project proposal to the Texas Juvenile Justice Department (TJJD) for confidential TJJD records and juvenile justice information collected and maintained by TJJD for statistical and research purposes; and

WHEREAS, TJJD has determined that Requester is an entity which may be granted access to the requested confidential information and/or data (Data) pursuant to the requirements of Sections 58.005 and 58.009, Texas Family Code; and

WHEREAS, TJJD executed the required Research or Statistical Project Agreement (Agreement) with Requester, established as "CON0001470 - University of Chicago", effective January 2, 2023, attached hereinafter as **Attachment 1**; and

WHEREAS, pursuant to the Agreement, TJJD will provide the Data to the Texas Education Agency (TEA). TEA will then merge the Data with TEA's student information systems for the sole purpose of adding an identification number (ID1) to the Data. TEA will then send the Data to the Texas Higher Education Coordinating Board (THECB). THECB will then merge the Data with THECB's student information systems for the sole purpose of adding a second identification number (ID2) to the Data. THECB will then remove any personally identifiable information (PII) and transfer the de-identified Data including ID1 and ID2 to the University of Texas at Dallas Education Research Center (UTD-ERC). UTD-ERC will then make the de-identified Data including ID1 and ID2 available to Requester for analysis; and

WHEREAS, TEA is an entity which may be granted access to the Data pursuant to Sections 58.005 and 58.009, Texas Family Code; and

WHEREAS, this Memorandum of Understanding (MOU) between TJJD and TEA (CON0001515) is contingent upon another MOU between TJJD and THECB (CON0001541) regarding this process and Data treatment requirements as an entity which may be granted access to the Data pursuant to Sections 58.005 and 58.009, Texas Family Code;

WHEREAS, this MOU (CON0001515) is contingent upon another MOU between TJJD and UTD-ERC (CON0001517) regarding this process and Data treatment requirements as an entity which may be granted access to the Data pursuant to Sections 58.005 and 58.009, Texas Family Code; and

WHEREAS, due to the contingencies of the three MOU's referenced in this section, the start dates for all three shall be upon execution of the last signature of the three MOUs;

NOW, THEREFORE, in consideration of the foregoing, TJJD and TEA enter into this MOU (CON0001515) and the parties agree as follows:

I. REQUESTED DATA

The Data requested pursuant to this MOU is discussed in detail in the attached **Attachment 1**.

II. PURPOSE

TJJD will provide the requested Data to TEA for the limited purpose of adding ID1. TEA will then transfer the Data to THECB for the completion of the file preparation process.

III. SECURITY AND CONFIDENTIALITY

For purposes of security and confidentiality of the Data, TJJD will remove any Health Insurance Portability and Accountability Act (HIPAA) related information, scramble personal identification numbers assigned by juvenile justice system case management systems, and send the Data to TEA via TJJD secure file transfer.

TEA has reviewed and agreed to the Statement of Data Security that details the administrative and physical precautions that must be taken to securely protect any information and/or data deemed confidential pursuant to this MOU and/or statutory law. The Statement of Data Security is attached hereto and incorporated by reference as **Attachment 2**.

TEA hereby acknowledges the confidential nature of the Data to be disclosed and agrees to comply with each and every restriction and obligation set forth herein. TEA further acknowledges and agrees that the disclosure of the Data by TJJD does not constitute a waiver of any applicable provisions or exceptions to disclosure under Chapter 58 of the Texas Family Code or Chapter 552 of the Texas Government Code, the Public Information Act.

A. TEA shall:

1. Take all necessary administrative and physical precautions to securely protect the Data provided pursuant to this MOU;
2. Use the Data provided only for the purpose of adding ID1;
3. Transfer the Data including ID1 to THECB for the completion of the file preparation process;
4. Limit access to the Data to those employees or associates whose responsibilities cannot be accomplished without such access;
5. Immediately notify TJJD of any material changes in the purposes or objectives for the requested Data or the manner in which the Data will be used;
6. Prohibit the disclosure of the Data in any form which identifies an individual, excluding the requested and required disclosure to the THECB;
7. Prohibit the unnecessary disclosure, access, distribution, review, copying, or duplication of the Data provided;

8. Secure a written agreement that contains a provision that restricts removal and portability of the Data by an employee or associate after his or her affiliation, association, or employment with TEA has ended; and
9. Destroy all Data no matter the format when the stated Data processing activities have been completed and is no longer needed for review, and notify TJJD when the destruction is complete.

B. TEA shall not:

1. Disclose the Data in a form which is identifiable, make copies of any of the Data provided, or share the Data with any person, firm, other business, or governmental entity, with the exception of transferring the Data including ID1 to THECB for the purposes described above, without TJJD's prior written consent.

IV. RIGHT TO MONITOR FILE PROCESSING ACTIVITIES

TJJD shall have the right, at any time, to monitor, audit, and/or review the activities and policies of TEA (or any person or entity granted access to the Data pursuant to this MOU) regarding its treatment of the Data in order to assure compliance with this MOU.

V. TERM AND TERMINATION

The term of this MOU shall commence upon the date of full execution of the last signature of the three (3) contingent MOUs and shall continue for a period of three (3) years. At the end of such three-year term, this MOU may have one (1) two-year renewal upon mutual written agreement of the parties.

In the event that TEA fails to comply with any term of this MOU, TJJD shall have the right to take such actions as it deems appropriate, including, but not limited to, termination of this MOU. If TJJD terminates this MOU, TEA (and/or any person or entity granted access to the Data) shall destroy all Data no matter the format, including all originals, copies, extracts, or other forms and/or formats within thirty (30) days, and notify TJJD after the destruction is complete. The confidentiality provisions contained herein shall survive termination of the MOU.

VI. GOVERNING LAW, VENUE, AND SANCTIONS

This MOU is being executed, delivered, and performed in the state of Texas. The laws of the state of Texas shall govern the validity, construction, enforcement, and interpretation of this MOU. In any legal action arising from this MOU, the laws of the state of Texas shall apply and venue shall be in Travis County, Texas.

TEA further acknowledges and agrees that failure to comply with the terms of this MOU, including any misuse or wrongful disclosure of Data, may result in termination (as set forth above) of this MOU and/or administrative or legal action.

VII. GENERAL

This document constitutes the complete and final agreement between TJJD and TEA. Any other oral or written agreements between the parties concerning the subject matter of this MOU are of no force or effect after the effective date of this MOU. In the event that any provision or part of this MOU is found to

be invalid or unenforceable, only that particular provision or part, and not the entire MOU, will be inoperative. TEA and TJJD agree that any modifications or amendments to this MOU must be in writing, signed by all parties, and expressly made a part of this MOU. Neither this MOU nor any duties or obligations herein shall be assignable by TEA without express prior written approval from TJJD.

IN WITNESS WHEREOF, the parties to this MOU through their duly authorized representatives have executed this MOU as of the day and year last below written.

For the Texas Juvenile Justice Department:

	4/2/25
Shandra Carter, Executive Director	Date

For the Texas Education Agency:

 <p>Signed by: [Redacted] Signature BC4D90FE717F4CD...</p>	Carla Steffen
	Printed Name
Deputy Commissioner of Finance	3/27/2025
Title	Date

Attachment 1



Texas Juvenile Justice Department RESEARCH OR STATISTICAL PROJECT AGREEMENT CON0001470

THIS IS AN AGREEMENT between the State of Texas, represented by and through the **Texas Juvenile Justice Department**, hereinafter the "**Department**," and **University of Chicago on behalf of the Booth School of Business**, hereinafter the "**Requester**."

WHEREAS, the Requester has submitted a written request research or statistical project proposal to the Department dated November 24, 2021, for the project entitled "*The Long-Run Impacts of Juvenile Commitment*", attached hereto and incorporated by reference as **Attachment 1**; and

WHEREAS, the Department may, pursuant to Section 58.009, Texas Family Code and 28 CFR §20.21(b)(4)(2020), grant, certain entities access to juvenile justice information, which is otherwise confidential, for research and statistical purposes or any other purpose approved by the Department or for a purpose beneficial to and approved by the Department; and

WHEREAS, the Department must, pursuant to Section 203.007, Texas Human Resources Code, continuously study the problem of juvenile delinquency in the State of Texas and the effectiveness of services provided or regulated by the Department and may conduct or participate in studies relating to correctional methods and systems and to treatment and therapy programs; and

WHEREAS, based upon the information provided in the Project Proposal, the Department has determined that Requester is an entity that may receive juvenile justice information as provided in Section 58.009, Texas Family Code, or Consultant with the Department as provided in Section 58.005(a-1)(1), Texas Family Code, and is requesting such information for an approved purpose;

NOW, THEREFORE in consideration of the foregoing the Department has determined that it will release the requested juvenile justice information to Requester as allowed by the above stated statutes and pursuant to the terms of this Agreement.

I. Purpose

The purpose of this Agreement is to delineate the terms and conditions of an approved and authorized disclosure of confidential juvenile justice information in response to a request from the Requester. For the purposes of this Agreement and Section 58.005, Texas Family Code, a "Requester" is considered an unpaid Consultant of the Department.

II. Confidentiality

Attachment 1

Texas Juvenile Justice Department Research or Statistical Project Agreement

- 2.1 The Requester hereby acknowledges the confidential nature of the information disclosed and agrees to comply with each and every restriction and obligation set forth herein.
- 2.2 The Requester will comply with all state and federal laws regarding the confidentiality of information received through this Agreement.
- 2.3 The Requester hereby acknowledges that no publication shall contain the name or other identifying information, including indicators that could make it possible to identify a youth using other available information.

III. Scope of Department's Release

The Department will provide the Requester the following: Requested data listed in **Attachment 3**.

IV. Statement of Data Security

The Requester shall provide the Department a separate written statement (Statement of Data Security) of the administrative and physical precautions that will be taken to securely protect any data deemed confidential pursuant to this Agreement and/or statutory law. The Statement of Data Security is attached hereto and incorporated by reference as **Attachment 2**.

V. Obligations and General Responsibilities of the Requester

- 5.1 The Requester shall:
 - 5.1.1 Use the information and/or data provided only for the purpose described in the Project proposal (**Attachment 1**);
 - 5.1.2 Use the information and/or data in the format provided by the Department, and not in a manner that alters or misconstrues that data provided;
 - 5.1.3 Prior to dissemination of any information concerning the Project or the information and/or data provided by Department, immediately notify the Department of any material changes in the purposes or objectives of the proposed Project or in the manner in which the information and/or data will be used for review and approval;
 - 5.1.4 Limit access to the information and/or data to those employees or associates of the Requester whose responsibilities cannot be accomplished without such access;
 - 5.1.5 Replace any and all identifying information of any record subject with an alphanumeric or other appropriate code, if applicable;
 - 5.1.6 Prohibit the disclosure of data in any form which identifies an individual, if applicable;
 - 5.1.7 Prohibit the disclosure, access, distribution, review, copying, or duplication of information and/or data provided other than for the Project purpose;

Attachment 1

Texas Juvenile Justice Department Research or Statistical Project Agreement

- 5.1.8 Assure they convey the strict prohibition of removal and portability of information and/or data by a student, faculty member, employee, or associate after his or her affiliation, association, or employment with an authorized entity, college, or university has ended;
 - 5.1.9 Provide a draft copy of the Project report, article, or publication prior to dissemination; and
 - 5.1.10 Destroy all information and/or data no matter the format, including all originals, copies, extracts, or other forms and/or formats, when the stated Project purpose has been completed, and notify the Department after the destruction is complete, provided, however, that Requestor may retain one (1) copy of the information and/or data to the extent necessary to comply with the records retention requirements under any law, and for the purposes of research integrity and verification.
- 5.2 The Requester shall not:
- 5.2.1 Disclose any of the information and/or data in a form which is identifiable to an individual in any project report or in any other manner whatsoever; or
 - 5.2.2 Make copies of any of the information and/or data provided other than what is absolutely necessary for the Project purposes or directly or indirectly transfer, disseminate, or disclose data files, electronic data, physical records, or copies of any information to any person, firm, other business, or governmental entity for any purpose without the Department's prior written consent.
- 5.3 In the event that the Requester deems it necessary, for purposes consistent with this Agreement, to disclose the information and/or data to any other person or entity, including, but not limited to, third party collaborators, and/or subcontractors, the Requester shall:
- 5.3.1 Secure the written agreement of any such person or entity to comply with all terms of this Agreement as if they were named herein;
 - 5.3.2 Submit such written agreement to the Department with a request for its written consent;
 - 5.3.3 Prohibit disclosure of any of the information and/or data until the Department has provided such written consent;
 - 5.3.4 Notify the Department within 5 business days upon discovery of any unauthorized use or disclosure or of any other breach of this Agreement by the Requester's students, associates, collaborators, subcontractors, or other persons, and will cooperate with the Department to regain possession and/or prevent its further unauthorized use or disclosure; and
 - 5.3.5 Notify the Department immediately of any modification to the parties, providers, or subcontractors using the data for the stated Project.

VI.

Department's Right to Monitor Requester Activities

The Requester further agrees that the Department shall have the right, at mutually agreeable times and at Department's expense, to monitor, and/or review the activities of the Requester in order to assure compliance with this Agreement. The Department shall reserve the right to review the Requester's work, including, but not limited to, project findings and reports, prior to dissemination or publication.

VII.

**Texas Juvenile Justice Department
Research or Statistical Project Agreement**

Term and Termination

- 7.1 **Term.** The term of this agreement shall commence upon the date of full execution of this Agreement and shall continue for a period of three (3) years. At the end of such term, this Agreement may be renewed upon mutual agreement of the parties.
- 7.2 **Termination.**
- 7.2.1 Either party reserves the right to terminate, for convenience, its obligations under this Agreement by giving thirty (30) days' written notification to the other party.
- 7.2.2 In the event the Requester fails to comply with any term of this Agreement, and does not cure the breach within 30 days of notice of breach, the Department shall have the right to take such actions as it deems appropriate, including termination of this Agreement.
- 7.2.3 If the Department terminates this Agreement, the Requester (or any person or entity granted access to the information and/or data) shall destroy all information and/or data no matter the format, including all originals, copies, extracts, or other forms and/or formats, and notify the Department after the destruction is complete, except as noted in Section 5.1.10, that Requestor may retain one (1) copy of the information and/or data to the extent necessary to comply with the records retention requirements under any law, and for the purposes of research integrity and verification. The confidentiality provisions contained herein shall survive upon termination of the Agreement.

**VIII.
Department's Property Rights**

Any patentable product, process, or idea that results from the performance of this Agreement AND for which the Department has expended appropriated funds becomes the property of the Department. Additionally, as consideration for the Department providing the Requester the information and/or data under this Agreement, the Requester agrees to provide the Department with a no-cost, royalty-free license on any patentable product, process, or idea that results from the performance of this Agreement.

**IX.
Hold Harmless**

Except to the extent prohibited by law, the Requestor assumes all liability for damages which may arise from its use, storage, disclosure, or disposal of the data. The Department will not be liable to the Requestor for any loss, claim, or demand made by the Requestor, or made against the Requestor by any other party, due to or arising from the use of the data by the Requestor, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the Department. No indemnification for any loss, claim, damage, or liability is intended or provided by either party under this Agreement.

The Department makes no representations or warranties, express or implied, as to the accuracy and completeness of the information disclosed. The Requester acknowledges and agrees that the Department shall not be responsible for the Requester's reliance on the information and/or data provided. Notwithstanding, the Department represent and warrants that it has the authority to provide Requestor with the data listed in Attachment 3.

**X.
Governing Law, Venue, and Sanctions**

**Texas Juvenile Justice Department
Research or Statistical Project Agreement**

The Requester acknowledges and agrees that failure to comply with the terms of this Agreement, including any misuse or wrongful disclosure, may result in administrative or legal action and may subject the Requester to civil or criminal penalties imposed by state or federal law.

**XI.
General**

This document constitutes the complete and final agreement between the Department and the Requester. Any other oral or written agreements between the parties concerning the subject matter of this Agreement are of no force or effect after the effective date of this Agreement. In the event that any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part, and not the entire Agreement, will be inoperative. The Requester and the Department agree that any modifications or amendments to this Agreement must be in writing and signed by all parties. Neither this Agreement nor any duties or obligations herein shall be assignable by the Requester without express, prior written approval from the Department.

The parties hereto in their capacities as stated affix their signatures and bind themselves to the terms of this Agreement.

THE STATE OF TEXAS, acting by and through the Texas Juvenile Justice Department:

By:  _____ Date: 1/2/2023
Shandra Carter
Executive Director, Texas Juvenile Justice Department

The Requester:

By:  _____ Date: _____
Digitally signed by Linda Williams on behalf of Jennifer A. Ponting
Date: 2022.12.12 19:10:24 -05'00'
Jennifer Ponting
Associate Vice President for Research Administration
University of Chicago

Read and Understood

By:  _____ Date: 12/8/22
Jack Mountjoy
Assistant Professor of Economics
University of Chicago Booth School of Business



Research Project Proposal

TEXAS
JUVENILE
JUSTICE
DEPARTMENT

Project Title
The Long-Run Impacts of Juvenile Commitment

Principal Researcher		
<i>Name</i>	<i>Position, Title, or Other Qualification/Credential</i>	<i>University or Organization</i>
John (Jack) Mountjoy	Assistant Professor of Economics	University of Chicago Booth School of Business

Project Supervisor		
<input checked="" type="checkbox"/> N/A (principal researcher is the project supervisor)		
<i>Name</i>	<i>Position, Title, or Other Qualification/Credential</i>	<i>University or Organization</i>

Other Researchers
<i>For all other researchers participating in the project, list the name; position, title, or other qualification/credential; and university or organization.</i>
Lillian Rusk; PhD student; University of Chicago Booth School of Business. This project is Lillian's dissertation to be completed under the supervision of Professor Mountjoy.

Purpose of Project
<input type="checkbox"/> Thesis <input checked="" type="checkbox"/> Dissertation <input type="checkbox"/> Professional Paper <input type="checkbox"/> Other (specify):

Executive Summary
<i>Provide an overview of the proposed project.</i>
<p>Every year, over 200,000 juveniles are found delinquent and a judge must decide whether to incarcerate them. Adolescents are at a formative stage in their development when small adjustments in their environment can have large downstream consequences. It is therefore critical that juvenile judges make the decision informed of the potential consequences on long-run outcomes such as educational attainment, recidivism, and wages. Despite the importance of this question, it has been prohibitively difficult for researchers to compile and link the necessary data to reach an answer. In this proposal, I describe an opportunity and plan to make a breakthrough in partnership with the Texas Juvenile Justice Department (TJJD), the Texas Department of Public Safety (DPS), the UT Dallas Education Research Center (ERC), and the Texas Health and Human Services Commission (THHSC). This study would benefit TJJD and the juvenile justice system as it would inform our understanding of the indirect costs of commitment, which include the future well-being of offenders, the safety of the community, and the impact on government outlays and budgets through the effects on wage trajectories and social program participation rates. Obtaining these estimates would enable policy makers to consider the full cost of commitment when deciding on the delicate balance of how to respond to juvenile crime.</p>

Research Questions
<i>Identify the questions to be examined that are related to the requested juvenile justice information and/or data.</i>
<ol style="list-style-type: none"> 1. What is the causal impact of commitment on long-run outcomes for juvenile offenders? 2. What is the causal impact of the length-of-stay on long-run outcomes for juvenile offenders?

Research Design
<i>Provide a description of the research design related to the requested juvenile justice information and/or data.</i>



Research Project Proposal

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Research Design

To study the long-run impacts of juvenile commitment and length-of-stay, we will first coordinate the linking of juvenile justice data to data on adult outcomes. To do this, we are separately applying for,

- 1) Texas Department of Public Safety (DPS) data on adult arrests
- 2) Texas Health and Human Services Commission (THHSC) data on government assistance program participation
- 3) Access to the UT Dallas Education Research Center (ERC).

The ERC contains student and employment data collected from the Texas Education Agency (TEA), Texas Higher Education Coordinating Board (THECB), Texas Workforce Commission (TWC), and other agencies. A description of these data are in the appendix.

The appendix also includes a detailed description and flowchart of the pipeline for linking data.

Note, this project has been approved by the UT Dallas Education Research Center program’s Advisory Board conditional on receiving the approval of the TJJD. This project has been assigned the project ID UTD152. A letter confirming the conditional approval status is attached in the appendix along with ERC documentation on the supplemental data linking procedure and terms of use.

This project has been submitted to the THHSC and the DPS and is currently under review. Importantly, the THHSC and DPS data would strengthen the analysis but are not necessary. The current data holdings of the UTD-ERC would be sufficient to pursue the project. In the interest of time, if we do not receive approval from the THHSC or DPS by the end of April, we will proceed without their data.

Once we have the data linking juvenile offenders to adult outcomes, we will use a number of natural experiments to ascertain causal estimates of the long-run impacts of commitment and length-of-stay. These natural experiments are described in the next section.

Research Methodology

Provide a description of the research methodology (including applicable statistical methods or models) related to the requested juvenile justice information and/or data.

1. What is the causal impact of commitment on long-run outcomes for juvenile offenders?

With linked data, we could start to explore this question by comparing the outcomes for juveniles assigned to commitment versus alternative treatments, such as probation. However, this would not be an estimate of the causal impact of commitment as committed juveniles are likely to differ on other dimensions that those that are not. If this project is approved, we would implement the following research designs to isolate the causal effect of commitment.

- 2007 News: In February of 2007, news broke that several staff members at a Texas Youth Commission facility had sexually abused committed juveniles. Shortly after the allegations were made public, there were reports that judges drastically reduced the use of commitment to state-run correctional facilities. In this research specification, we will use this shift in the propensity of judges to commit as an exogenous source of variation in the commitment decision independent of characteristics of the juvenile. Using an instrumental variables methodology, we will use the position of a juvenile’s disposition hearing relative to the date that the news broke as an instrument for the commitment decision.

In this specification we assume that the treatment effect of juvenile incarceration on adult outcomes may vary across individuals. We will therefore focus on recovering the Local Average Treatment Effect (LATE), the weighted average effect of juvenile incarceration on adult outcomes among the set of compliers. This is the set of offenders at the margin where they would have been committed before the scandal and would not be committed after the scandal. We will explore heterogeneity by facility by re-running the regression on subsamples of the data.

Mediation analysis: Given the importance of schooling for labor market outcomes, and the possible disruption to schooling caused by juvenile incarceration, we hypothesize that educational attainment is an important underlying mechanism to this treatment effect. To test this research hypothesis, we will run a mediation analysis to isolate the indirect impact of commitment on adult outcomes as driven by impacts on educational attainment alone.



Research Project Proposal

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Research Methodology

Data requirement: To implement this design we require the full population of juveniles (all committing offenses and all adjudications/dispositions) that had a disposition hearing between 2002 and 2012. This range of years will allow us to compare outcomes for juveniles with disposition hearings in the 5 years before and after the news broke. Our analysis will hone in on a more narrow range of years, but the broader window will allow us to evaluate the presence of pre-trends and assess whether we have a credible first-stage. In other words, we will be able to determine whether the magnitude of change in the commitment decision was big relative to the fluctuations occurring in the 5 years before and after.

-2007 Reform - Misdemeanors: On May 25, 2007, Senate Bill 103 was passed in reaction to the reports of abuse. One of the provisions of this legislation prohibited the commitment of juveniles with misdemeanor committing offenses. Importantly, this only applied to juveniles with a disposition hearing after June 8, 2007. We intend to use this reform as an opportunity to study the impact of commitment by comparing the set of juveniles with misdemeanors that were disposed before and after June 8, 2007. This research design would be the same regression specification as the previous design, with three adjustments. The sample would be restricted to juveniles with misdemeanor committing offenses, we would drop the observations between the news of the scandal and the reform, and the instrument would be redefined to be whether the disposition hearing occurred after June 8, 2007. We plan on again running a mediation analysis to evaluate whether educational attainment is a driving mechanism.

Data requirement: For this analysis we request the full population of juveniles with misdemeanor committing offenses (all adjudications/dispositions) with a disposition hearing between 2002 and 2012. Having data for 5 years before and after the reform will allow us to have a large enough sample size so that we can expect to get clean estimates in the face of statistical noise (have enough power).

Implementing both designs will allow us to study the causal impact of commitment and whether it depends on the subset of juveniles being studied.

2. What is the causal impact of the length of time a juvenile is committed on long-run outcomes?

Once a juvenile is committed, what is the impact of the length-of-stay? A longer stay could be more disruptive to the juvenile's development and therefore encourage more criminal behavior in the future and lower earnings and employment. Alternatively, the longer the commitment length, the more of a deterrence or incapacitation effect. To study this question, we intend to implement two research designs:

- 2007 Reform - Maximum Age: In 2007, the maximum age of jurisdiction for the former TYC was reduced from 21 to 19, and juveniles above the new age threshold with indeterminate sentences were released. This implies that juveniles released by the reform had a shorter sentence than similar juveniles that were sentenced on an earlier date. In this research design, we would compare the long-run outcomes these two groups to estimate the causal impact of additional months of commitment.

To make this comparison, we will restrict the sample to the set of juveniles that (1) were released on the date of the reform by the reform and (2) that were still under the minimum sentence upon release. The first restriction returns the set of juveniles that had their sentence shortened by the reform and did not serve part of the sentence in the post-reform period when the treatment experience likely changed. The second restriction is made to deal with selection issues. When a juvenile is committed to a state-run secure facility, the minimum sentence is dictated by observable characteristics of the offense. However, once the minimum sentence is served, the release is determined by officers at the state-run correctional facility and depend on evaluations of the juvenile's progress. For this reason, the total length of stay is likely to be endogenous unless the individual is released by the age threshold before the minimum length-of-stay. Restriction (2) addresses this issue so that we are looking at the set of juveniles with the uncensored distribution of unobservable characteristics, since underage juveniles cannot be released before serving the minimum sentence.

We can then estimate the following regression on the restricted sample using Ordinary Least Squares.

$$Y_{ih} = \beta_0 + \beta_1 \text{Commit.length}_{ih} + \beta_2 \text{Age.at.dispo}_{ih} + \beta_3 \text{Offense.severity}_{ih} + X_{ih} \beta_4 + \epsilon_{ih}$$

Commit.length is the total number of months that the juvenile was committed, Age.at.dispo is the age at the disposition hearing, and Offense.severity will capture the severity of the crime. We will explore different ways to define offense.severity such as the severity score, or the components of the severity score. Finally, X_{ih} will be a vector of controls, listed in the variables list in the appendix.



Research Project Proposal

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Research Methodology

Without the sample restrictions, Commit.length would likely be correlated with unobservable characteristics. After the sample restrictions, all variation in time spent committed for a fixed age sentence severity is driven by the random proximity of the disposition date to the reform. We plan on again running a mediation analysis to evaluate whether educational attainment is a driving mechanism of this treatment effect.

Data requirement: We request the population of juveniles with an initial indeterminate commitment and a disposition hearing between 2002 and 2012. We request 5 years before and after the reform to have enough statistical power to recover clean estimates. Though some juveniles may receive a determinate sentence at a later date, we still want to include these observations since the initial treatment decision may affect the likelihood of receiving a determinate sentence at a later date.

- Minimum Length of Stay Guidelines: In 2009, the minimum length of stay guidelines for indeterminate sentences were updated to take into account both the nature of the crime and a risk assessment. The new guidelines are outlined in form CCF-040. Offenders are assigned a severity rating based on the felony level and whether a weapon, sexual felony, and/or felony against a person was present. To calculate a risk assessment, a tally is taken of the number of assessment factors that apply to the offender. If the total risk score is under 6 points, the juvenile is classified as low risk. If the risk score is between 6 and 11 points, the offender is medium risk. Above 11 points, the offender is considered high risk. The combination of the severity and risk assessment determine the minimum length of stay. In this research design, we plan to study offenders within a narrow band of 1-2 points on either side of a threshold risk score that changes the minimum length of stay. This type of design is referred to as a "regression discontinuity design." We plan on again running a mediation analysis to evaluate whether educational attainment is a driving mechanism of this treatment effect.

Data requirement: We request the full population of juveniles with an initial indeterminate commitment and a disposition hearing between 2009 and 2019. The guidelines we will be using were implemented in 2009, and we request 10 years to be able to have enough statistical power to recover clean estimates. Though some juveniles may receive a determinate sentence at a later date, we still want to include these since the length-of-stay may affect the likelihood of receiving a determinate sentence at a later date.

Across all four designs, we would look at the impact of commitment on the same set of outcomes. These include 1) recidivism 2) government assistance program participation from the Texas HHSC, and 3) the outcomes from the UT Dallas ERC listed in the appendix, which include wages and educational attainment.

Requested Information and/or Data

Itemize a comprehensive list of the requested juvenile justice information and/or data.

See attached table.

Provide a description of how the requested juvenile justice information and/or data relate to the research questions.

Described in the previous section and in the attached table.

Statement 1

Provide a statement describing why juvenile justice information and/or data are needed for the proposed project.

Each of our research designs requires having individual-level case data for juvenile offenders that will be linked to individual-level long-run outcomes.

Statement 2

Provide a statement describing how the proposed project will benefit TJJD and/or the juvenile justice system.

This study would benefit TJJD and the juvenile justice system as it would inform our understanding of the indirect costs of commitment, which include the future well-being of offenders, the safety of the community, and the impact on government outlays and budgets through the effects on wage trajectories and social program participation rates. Obtaining these estimates would enable policy makers to consider the full costs of interventions when deciding on the delicate balance of how to respond to juvenile crime.



Research Project Proposal

TEXAS
JUVENILE
JUSTICE
DEPARTMENT

TJJD Staff Time

Identify the amount of TJJD staff time needed to complete the proposed project, provide technical assistance, and/or compile data.

We request the amount of TJJD staff time necessary to compile the data we request in the appendix table, including linking to adult recidivism data, and the time to answer occasional institutional questions or questions about the data.

Research Participants

Would the proposed project include the involvement of research participants (i.e., youth in TJJD custody and/or TJJD staff)?

- Yes (Complete the three questions below before continuing with the Project Timeline section.)
 No (Skip the three questions below and continue with the Project Timeline section.)

Identify the number of research participants.

Identify the amount of time required by each research participant.

Describe the provisions that will be in place to protect the confidentiality of research participants.

Project Timeline

Provide a timeline for the proposed project (i.e., dates for collecting juvenile justice information and/or data, conducting analysis, writing report).

The project will begin once the research team receives TJJD data without Personal Identifying Information. With this data, we will work to develop preliminary code as we wait for the TJJD-DPS and THHSC data to be merged into the UTD-ERC database. Once all data are linked, we will continue to develop our code and run the analysis. The expected completion date is 2-3 years after receiving access to the linked data at UTD-ERC.

Funding Source and Amount

Source: University of Chicago Booth School of Business PhD Office Amount: \$13,000

If this is not applicable, briefly explain the reason.

Included Attachments

Yes N/A

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Institutional Review Board (IRB) approval |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Study instruments, surveys, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Study consent forms |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Completed Research and Analytical Testing System (RATS) questionnaire |



Research and Analytical Testing System Questionnaire

TEXAS
JUVENILE
JUSTICE
DEPARTMENT

The Research and Analytical Testing System (RATS) is designed to gather information on research projects being conducted on or with children under the jurisdiction of juvenile probation departments or the Texas Juvenile Justice Department (TJJD). The reporting of this information is required under Section 203.007, Human Resources Code.

1. Principal Researcher Name: John (Jack) Mountjoy Title: Assistant Professor of Economics at the University of Chicago Booth School of Business
2. Research Project Name: The Long-Run Impacts of Juvenile Commitment
3. Sponsoring Entity: Not applicable. Dissertation of Lillian Rusk, Ph.D. student at the University of Chicago Booth School of Business
4. Type of Project (select primary type):
 - Medical
 - Pharmaceutical
 - Psychological
 - Social
 - Other If other, please specify: Economics
5. Number of Juvenile Participants Involved in the Project: _____ N/A (project involves secondary data only)
6. Location of the Juvenile Participants Involved (select all that apply):
 - Detention
 - Non-secure Placement
 - Secure Placement
 - Juvenile Justice Alternative Education Program (JJAEP)
 - Probation Department Office
 - TJJD
 - Other If other, please specify: _____
 - N/A (project involves secondary data only)
7. Type of Contact (select all that apply):
 - Direct Contact with Juveniles by Researcher
 - Direct Contact with Juveniles by Officers/Staff
 - Collection of Juvenile Data Records
8. Institutional Review Board (IRB) Number: IRB21-0795
9. IRB Approving Entity: Social and Behavioral Sciences IRB at the University of Chicago
10. Project Begin Date: 2/1/2022
11. Data Collection Begin Date: 2/1/2022
12. Data Collection End Date: 12/31/2022
13. Project Completion Date: 12/31/2024
14. Status: Pending

Data Transfers and Linking Procedures

November 2021

Jack Mountjoy and Lillian Rusk

This project will require numerous administrative datasets to be linked in an accurate and secure manner. This matching, and the associated data transfers, must maintain the confidentiality of the records and abide by the governing State and Federal laws. This document outlines the data transfers and linking procedures that will occur should this project be approved by the TJJD.¹

Since we expect the contracting and linking process to take 6-9 months, we request that the TJJD first send a de-identified version of the requested juvenile justice data to Jack Mountjoy and Lillian Rusk (UChicago research team). This data will enable the UChicago research team to begin to develop the code for analysis.

1. TJJD sends de-identified data to UChicago research team

If the Texas Department of Public Safety (DPS) approves this research project before the end of April, the second step will be for the DPS to send the TJJD adult arrest data. If the DPS does not approve the project by the end of April, the following two steps will be skipped.

2. DPS sends TJJD adult arrest data
3. TJJD matches own juvenile justice data to DPS adult arrest data using DPS SID²

The next series of steps is for the TJJD-DPS data to be linked to the data held at the ERC. If DPS approval is not secured by the end of April, the same steps will be followed with "TJJD-DPS" replaced by "TJJD."

4. TJJD-DPS data is matched to ERC data holdings
 - a. TJJD sends TJJD-DPS data to TEA with PII
 - b. TEA conducts data match using PII and adds an ERC identification number (ID1) to TJJD-DPS data
 - c. TEA sends TJJD-DPS data (including PII and ID1) to THECB
 - d. THECB conducts data match using PII and adds a second ERC identification number (ID2) to TJJD-DPS data
 - e. THECB removes all PII
 - f. THECB sends TJJD-DPS data (including ID1 and ID2; excluding PII) to ERC
 - g. Through ID1 and ID2, the TJJD-DPS data now matched to all ERC data holdings

¹ This project has been approved by the UT Dallas ERC, conditional on the UChicago research team receiving project approval from TJJD. It has been registered as UTD152: "The Long-Run Impacts of Juvenile Incarceration."

² We request that the TJJD/TYC data be matched to DPS data for records from 2002-2021. We are aware that data prior to 2008 does not consistently include the DPS SID number used for data matching.

- h. UChicago research team accesses ERC data holdings and supplemental TJJ-DPS data through the ERC

Note that other ERC users beyond the UChicago research team will not be able to access the TJJ-DPS data.

If the Texas Health and Human Services Commission (THHSC) approves this project by the end of April, the last step is for the THHSC data to be matched to the ERC.

- 5. THHSC data matched to ERC data holdings
 - i. Same procedure as above replacing TJJ with THHSC

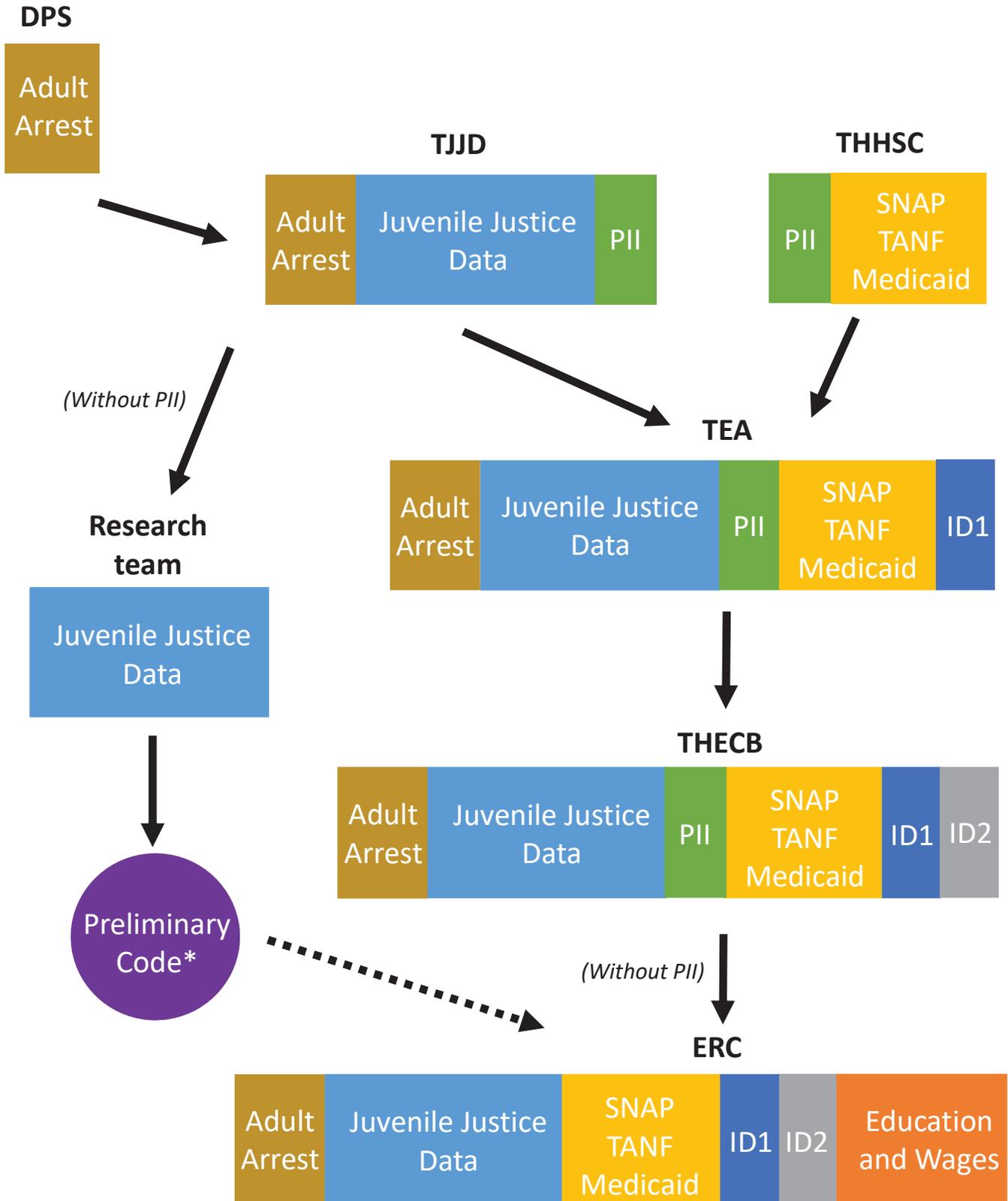
Note that only the TEA and THECB process files for ERC. TWC and NSC do not process files for ERC. ID1 and ID2 enable linking across data from TEA, THECB, TWC, and NSC at the ERC.

Note that after step 5, the TJJ-DPS data would be matched to the THHSC data through ID1 and ID2.

Lastly, note that the TJJ will provide no personally identifiable information (PII) to the researcher or to the ERC.

See the attached flowchart depicting this process.

Overview of Data Transfers



Notes:

* The research team, Jack Mountjoy and Lillian Rusk, will use TJJJ juvenile justice data without PII to develop preliminary code for analysis. This code will be incomplete, as it will be developed without data on long-run outcomes. Once the TJJJ data, and, if applicable, DPS and THHSC data has been linked to ERC data, the research team will gain access to the ERC (indicated by a dashed line) and will finish and run the code. If the DPS and/or THHSC do not approve this project, we will proceed with the remaining data transfers.

Variables requested from TJJD

Variables	Source	Research design	Use
<i>Juvenile characteristics :</i>			
Date of birth, gender, race/ethnicity	TJJD and JPDs	1-4	Controls (Juvenile demographics)
<i>Education :</i>			
Special education and grade enrolled at admission	TJJD and JPDs	1-4	Controls (Juvenile ability)
Special education and grade enrolled at TJJD	TJJD	1-4	Mediation analysis - Comparing committed juveniles that do and do not further their education in TJJD
<i>Referral:</i>			
Disposition	TJJD and JPDs	1-4	Treatment decision
Disposition date	TJJD and JPDs	1-4	Use to construct instrument in designs 1-3, use to restrict sample in design 4 to cases under new RDD rules
Referral date, offense description, age at commitment, any residential placements prior to TJJD commitment	TJJD and JPDs	Descriptive	Descriptive statistics to describe juvenile crime (Referral date used to calculate time between referral and disposition)
Referral type, offense date, number of counts, diverted to where, risk and needs scores	JPDs	Descriptive	Descriptive statistics to describe juvenile crime (Offense date used to calculate time between offense and referral and/or disposition) and how the the population of juveniles on probation changed after the news broke of the scandal and the reform (characterizing the first-stage in designs 1 and 2)
<i>Minimum Length of Stay Assignment:</i>			
Committing offense	TJJD and JPDs	1-4	Controls (crime type) and for sample selection in design 2 (limiting to misdemeanors)
Severity rating	TJJD and JPDs	1-4	Controls (crime severity)
Total score for assessment, assessment rating level, minimum length of stay, components of severity of committing offense (felony level, presence of felony sex offense/felony against person/weapon or firearm), components of total score for assessment (number of felony and/or misdemeanor arrests or referrals, number of felony arrests of referrals for offenses against person, number of felony and/or misdemeanor convictions or adjudications)	TJJD	1-4	Minimum Length Of Stay is the treatment of interest in design 4
<i>Residential placements:</i>			
Facility, location type, start date, end date, end reason	TJJD and JPDs	1-4	Characterizing heterogeneity (whether the facility matters)
Placement type, service type, cost per day, level of care	JPDs	Descriptive	Descriptive statistics in variety across facilities
<i>Non-residential programs:</i>			
Program Name, provider, program type, start date, end date, outcome, funding source, location	JPDs	1-2	Characterizing heterogeneity (whether the facility matters)
<i>Mental health:</i>			
Mental health treatment need (high, moderate, low, none) as assessed by TJJD psychologist, assessment date	TJJD	1-4	Controls (mental health) and characterizing heterogeneity

Variables requested from TJJD

Variables	Source	Research design	Use
MAYSI screening date, MAYSI scores by domain, mental health screen/assessment referral date, mental health screen/assessment outcome, mental health needs flag, mental health diagnosis, mental health treatment referral outcome	JPDs	1-2	Controls (mental health) and characterizing heterogeneity
<i>Substance use:</i>			
Alcohol or other drug treatment (high, moderate, low, none) as assessed by TJJD psychologist, assessment date, service codes with start and end dates	TJJD	1-4	Controls (substance use) and characterizing heterogeneity
Substance use flag, substance use screen/assessment referral date, substance use screen/assessment outcome, drug testing date and outcome, substance use treatment referral date, substance use program start and end dates	JPDs	1-2	Controls (substance use) and characterizing heterogeneity
<i>Supervision:</i>			
Supervision type, begin date, end date, supervision outcome	JPDs	1-2	Characterizing heterogeneity
<i>Detention:</i>			
Detention facility, detention entrance date, detention release date	JPDs	1-4	Controls (Detained - previous research has found pre-trial detention to impact court outcomes and long-run outcomes)
<i>Recidivism</i>			
Adult arrests	DPS†	1-4	Outcome variable
<i>PII</i>			
First and last name of juvenile; SSN	TJJD and JPDs	1-4	PII required by TEA/THECB for linking purposes only. These variables will be removed and inaccessible to the UChicago research team.

Variables are requested for all juvenile cases with disposition dates between 2002-2019 except for adult arrests which is requested for 2002-2021.

† I have applied for adult arrest data from the Texas DPS.

Variables requested from UT Dallas Education Research Center and HHSC

Variables	Years	Use
<u>Texas Education Agency (TEA)</u>		
Student – Dropout	1992-2019	Outcome variable, control and subsample analysis
Student – Graduate	1992-2019	Outcome variable
Student – Discipline	1999-2020	Outcome variable, control and subsample analysis
TEA Testing Data – TAAS	1994-2007	Outcome variable, control and subsample analysis
TEA Testing Data – TAKS	2003-2015	Outcome variable, control and subsample analysis
TEA Testing Data – STAAR	2012-2019	Outcome variable, control and subsample analysis
TEA Testing Data – TELPAS	2004-2019	Outcome variable, control and subsample analysis
<u>Texas Higher Education Coordinating Board (THECB)</u>		
CBM Report 1 – Student Enrollment		
2 YR Community & Technical Colleges:	1992-2020	Outcome variable
4 YR Public Universities:	1992-2020	Outcome variable
CBM Report 9 – Graduates/Degrees Awarded		
2 YR Community & Technical Colleges:	1990-2020	Outcome variable
4 YR Public Universities:	1990-2020	Outcome variable
<u>Texas Workforce Commission (TWC)</u>		
Quarterly Wages	1990-2020	Outcome variable
<u>National Student Clearinghouse (NSC)</u>		
TEA Texas High School Graduates and their NSC Schools	2008-2015	Outcome variable
Students on THECB CBM001 and the NSC record of out-of-state colleges the students attended	2009-2017	Outcome variable
<u>HHS:</u>		
Participation in SNAP, TANF, and Medicaid	2012-2020	Outcome variable
Gross and net income	2012-2020	Outcome variable
Benefits amount	2012-2020	Outcome variable

UT Dallas ERC contains confidential student data collected from the Texas Education Agency, Texas Higher Education Coordinating Board, Texas Workforce Commission, and other agencies. The UT Dallas ERC is authorized to facilitate the merging of this data to other sources and to provide researchers with State-approved projects access to de-identified copies.



October 4, 2021

Texas Juvenile Justice Department Review Committee
Texas Juvenile Justice Department
Central Services Building (CSB)
1711 San Jacinto Blvd.
Austin, TX 78701

This letter is to inform you UTD152 "The Long-Run Impacts of Juvenile Incarceration" proposed by Principal Investigator Jack Mountjoy and Co-Investigator Lillian Rusk of the University of Chicago was approved by the Education Research Center Advisory Board on September 16, 2021. Please do not hesitate to contact us if you request additional information about this specific project.

Thank you,

A handwritten signature in black ink, appearing to read "Trey Miller".

Trey Miller
Director, Texas Schools Project
The University of Texas at Dallas
tmiller@utdallas.edu

Three handwritten signatures in black ink, appearing to read "Rodney J. Andrews".

Rodney J. Andrews
Director, UTD Education Research Center
The University of Texas at Dallas
rodney.j.andrews@utdallas.edu



SBS-IRB

1155 East 60th Street

Chicago, IL 60637-2745

SBS IRB website: <http://sbsirb.uchicago.edu/>**Notification of Non Human Subjects Research Determination****Date of Letter:** 5/24/2021**Protocol** [IRB21-0795](#)**Number/Submission****Link:****Type of Submission:** New Study**Status:** Non Human Subjects Research/Not Engaged**Principal Investigator:** John Mountjoy**Protocol Title:** The Long-Run Impacts of Juvenile Confinement**Funding:** There are no items to display**Determination Date:** 5/24/2021

The above-referenced was determined not to constitute regulated human subjects research requiring review. No further human subjects research review is required by our office.

This determination was based on the following:

- All data to be received by UChicago researchers will be de-identified. Please note that a Data Use Agreements or other agreement may still be necessary. For information on DUAs, please see <https://ura.uchicago.edu/page/data-sharing-agreements>

Please note that this determination does not release investigators from adhering to the ethical principles contained in The Belmont Report, or from determining whether there are other applicable laws, policies, processes, and procedures that apply to the project.

NOTE: Any change to the research (including the receipt of funding) may alter the above determination. Please contact our office for guidance before implementing any changes. If you need assistance, please contact the IRB office at sbs-irb@uchicago.edu

The current SBS IRB policies and procedures are available at <https://sbsirb.uchicago.edu/page/sbs-irb-policies-and-procedures>

Date: Monday, May 24, 2021 9:19:45 AM

Print Close

ID: IRB21-0795

View: General Information

1.0 General Information

This is the first step in your IRB Application. As you complete this application, you will automatically be guided to the appropriate sections needed to complete your submission.

The questions with a red asterisk (*) are required and must be answered – you will not be able to move to the next page in the application form until you answer any questions that are required.

1. *** Full Study Title:**
The Long-Run Impacts of Juvenile Confinement
2. *** Short Study Title: (Limit to 25 characters. This short title will appear with the IRB number for tracking within AURA)**
Juvenile Confinement
3. *** Principal Investigator:**
John Mountjoy
4. **Primary Contact:**
Lillian Rusk

5. Co-Investigators:

Last Name	First Name	Department	CNetID / UCHAD	UChicago ID
Rusk	Lillian	Student	lrusk	91048415Q

6. Other Study Staff:

Last Name	First Name	Department	CNetID / UCHAD	UChicago ID
There are no items to display				

ID: IRB21-0795

View: SBS 2018 Common Rule 1.2 ResearchTeamDetails

1.2 Research Team Summary

**** IMPORTANT NOTICE ****

IRB Assignment: Based on whom you have designated as the PI for this study, this submission will be sent to the SBSIRB Committee for review. If you wish to have this protocol re-assigned to a different IRB for review, do **NOT** complete the rest of this form, and contact the IRB office for assistance.

Human Subjects Protection Training: Any members of the research team who will be engaged in the research (e.g., obtaining informed consent from research participants,

interacting with research participants to collect data. and/or analyzing identifiable data) must have completed Human Subjects Protection Training. Information about Human Subjects Protection Training (including non-CITI options) is on the SBS IRB website at <http://sbsirb.uchicago.edu>. When you log into the CITI website to take Human Subjects Protection Training, please select the "Log in Through My Institution" option so that your training information will transfer into the AURA system.

Conflict of Interest Disclosure: The University of Chicago's Conflict of Interest/ Conflict of Commitment Policy requires that all individuals with the designation of faculty, or other academic appointment, file annually a Conflict of interest-Conflict of Commitment Disclosure. See <https://ura.uchicago.edu/page/conflict-interest-conflict-commitment-coi-coc>

1. The UChicago research team for this study consists of the following people:

Role	Person	Exec/Division	Department	CITI Human Subjects Training Completed	Non-CITI Human Subjects Training Completed	Submitted Disclosure Date
Principal Investigator	John Mountjoy	Social Sciences Division	Economics	3/10/2020		12/17/2020
Primary Contact	Lillian Rusk	The College	Student	9/1/2020		

ID: IRB21-0795

View: SBS 2.0 Department Affiliated with this Research Study

2.0 Department Affiliated with this Research Study

1. * Is this study a student project? (Undergraduate or graduate, MA work, thesis, dissertation, etc)

Yes No

a. * Please indicate which type of degree program you are enrolled in:

Doctoral Degree

2. * For which Department are you carrying out this research? If you are a student researcher, please select the Department (or program, such as MAPSS) in which you are enrolled. If this is a faculty research project and the Principal Investigator has dual appointments or this research involves personnel from multiple departments, please select the department that bests fits this research – we use this data for IRB workload reporting.

Choose Specific Department or Other

a. * Choose Department or Other:

Booth Instruction And Research

ID: IRB21-0795

View: SBS 2018 Common Rule 3.0 Funding Sources

3.0 Funding Sources

DocuSign Envelope ID: 4C2025D8-3B58-4C90-80E4-79A70F0D3866
1. * **Have you been awarded any funding for this research study by any organization external to the University of Chicago (such as a government agency or private foundation/sponsor)?**

Yes No

2. * **Have you applied, or do you plan on applying for any federal funding for this project (e.g., NIH, NSF, DOE, etc.)? Please answer “yes” even if the University of Chicago will not be the primary awardee and you would receive federal funds through a subcontract from another institution.**

Unsure

ID: IRB21-0795

View: SBS 4.0 Study Locations

4.0 Study Locations

1. * **Explain where the research activities will take place (including recruitment, data collection, and/or data analysis) – be as specific as possible. For example, if you plan to collect data in schools, please list the specific schools – if you don’t know yet which schools will participate, list the school districts that you plan to ask to participate in your research.**

This project will analyze administrative data collected on residents of the state of Texas. We will attempt to access and merge four data sources. The first is case-level records compiled by the Texas Juvenile Justice Department (TJJD) on juvenile offenders. This will be merged at the individual level to data on adult arrests and incarceration, held by the Texas Department of Public Safety (TPDS) and the Texas Department of Criminal Justice (TDCJ). The third merge will be to the database held by the UT Dallas Education Research Center (UT Dallas ERC) on education records and wages. UT Dallas ERC contains confidential student data collected from the Texas Education Agency, Texas Higher Education Coordinating Board, and wages from the Texas Workforce Commission. The UT Dallas ERC is authorized to facilitate the merging of this data to other sources and to provide researchers with State-approved projects access to de-identified copies. This will be merged to administrative data on participation in SNAP and TANF from the Texas Health and Human Services Commission. All merging will be carried out by the UT Dallas ERC or one of the other data providers. The researchers will obtain only de-identified copies through a secure Virtual Private Network connection or physical visits to the UT Dallas Education Research Center.

2. * **Will any of your research procedures occur outside of the United States?**

Yes No

ID: IRB21-0795

View: SBS 2018 Common Rule 5.0 Research Determination

5.0 Research Determination

1. * **I am requesting that the IRB:**

Make a determination that my study is not considered human subjects research under the regulations, or that the University of Chicago is not considered engaged in human subjects research activities.

a. **Provide a description of the project. You may also upload materials that may assist with our determination such as a protocol/proposal, data use agreements, a list of variables to be received (not the actual data itself), questions to be asked, etc.**

We intend to use this dataset to study whether juvenile incarceration has a causal impact on long-run outcomes for the offender, such as on future criminal activity, wages, and social program participation. We will study the extent to which such impacts can be explained by changes in educational attainment.

name

description

There are no items to display

b. **Is your study a systematic investigation, including research development, testing and evaluation that will develop or contribute to generalizable knowledge?**

Yes No

c. **Will your project involve human subjects?**

“Human subject” means a living individual about whom an investigator (whether professional or student) conducting research: (i) Obtains information or biospecimens through intervention or interaction with the individual, and uses, studies, or analyzes the information or biospecimens; or (ii) Obtains, uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens.

Yes No

i. **Please explain:**

d. **Does the project or U Chicago’s role only involve receiving/analyzing data and/or biospecimens?**

Yes No

i. **Can you readily ascertain or associate individuals’ identities with the information (i.e., is there “identifiable information”)?**

Yes No

i. **Explain here:**

The data shared with the research team will not contain names or social security numbers.

ii. **Describe which data sets and/or biospecimens you plan to analyze, who is providing the materials to you, and whether the data are in public use data sets, restricted access data sets, or another type of data set:**

The first dataset is restricted access case-level records compiled by the Texas Juvenile Justice Department (TJJJ) on juvenile offenders. The second is restricted access data on adult arrest and incarceration which would come from the Texas Department of Public Safety (TDPS) and Texas Department of Criminal Justice (TDCJ). The third is restricted access data held by the UT Dallas Education Research Center (UT Dallas ERC) on education records and wages. UT Dallas ERC collects confidential student data from the Texas Education Agency, Texas Higher Education Coordinating Board, and wages from the Texas Workforce Commission. The UT Dallas ERC is authorized to facilitate the merging of this data to other sources and to provide researchers with State-approved projects access to de-identified copies. Finally, the restricted access administrative data on participation in SNAP and TANF would come from the Texas Health and Human Services Commission.

iii. **If you will only use de-identified secondary data for analysis, who will de-identify the data for you? Will the person who de-identifies the data for you work as a researcher/collaborator for your study? If the data will contain a coding system, will anyone on the University of Chicago research team have access to the crosswalk that connects the codes to participant identifiers?**

All merging will be carried out by the UT Dallas ERC or one of the other data

providers. The researchers will obtain only de-identified copies. The person who de-identifies the data will not work for us as a researcher/collaborator. No one on the University of Chicago research team will have access to the crosswalk connecting codes to participant identifiers.

- e. **List all institutions, organizations, or individuals involved and describe their roles in the project (e.g., primary awardee on grant, design, analysis, authorship credit, providing specimens, etc.).**

The research team includes the PI and Ph.D. student listed on this document.

ID: IRB21-0795 View: SBS 2018 Common Rule 32.0 Additional Supporting Documents

32.0 Additional Supporting Documents

1. **Use this space to attach any additional supporting documents. Please be clear and concise in the "Title" field when attaching a document, so the IRB can readily identify documents.**

PLEASE NOTE: Do NOT attach documents here that are requested throughout the SmartForm, including Advertisements, Questionnaires, Surveys, etc. Use the "Jump To" menu above to navigate to the appropriate section to ensure that all documents are attached in the proper sections.

Name	Type of Document
View Email from UT Dallas ERC confirming data de-identified(0.01)	
View Proposal(0.01)	
View Proposal submitted to TJJD describing data to be deidentified(0.01)	

ID: IRB21-0795 View: Edit SBS View 31.1a

31.1a Additional Documents

1. *** File:**
Email from UT Dallas ERC confirming data de-identified(0.01)

ID: IRB21-0795 View: Edit SBS View 31.1a

31.1a Additional Documents

1. *** File:**
Proposal(0.01)

ID: IRB21-0795 View: Edit SBS View 31.1a

31.1a Additional Documents

1. *** File:**
Proposal submitted to TJJD describing data to be deidentified(0.01)

Texas Education Agency (TEA) Procedures for Processing Supplemental Data for Use by Education Research Center (ERC) Researchers with Advisory Board-Approved Projects

Updated: 04/12/19

Supplemental data requiring processing. TEA must process any supplemental student or staff data that are to be matched to individual K-12 student or staff records in the ERC database. This supplemental data processing request applies only to individual-level data. Data not at the individual level (e.g., school level, district level) do not need TEA processing.

Supplemental data acquired by a researcher. Supplemental data that are owned by a researcher must be destroyed by the researcher prior to its placement in an ERC by THECB. TEA will process the supplemental data and provide the de-identified dataset along with the original dataset to THECB; THECB will provide the supplemental dataset to the ERC once the researcher has certified the original dataset has been destroyed; and, at the conclusion of the research project, THECB will return the original dataset to the researcher. Supplemental data owned by a researcher must be sent directly to TEA via the secure file sharing program, Accellion. Prior to transmitting data to TEA, the researcher must contact Nina Taylor for permission to submit data. TEA will not accept data unless prior permission has been obtained from the agency. Contact Nina Taylor at Nina.Taylor@tea.texas.gov or by calling (512) 475-2085.

Supplemental data maintained by an entity other than the researcher. Supplemental data owned by an external source such as a school district must be sent directly to TEA by the external owner, not the researcher, via the secure file sharing program, Accellion. Prior to transmitting data to TEA, the researcher must have obtained permission for the external owner to submit data. TEA will not accept data unless prior permission has been obtained from the agency. Contact Nina Taylor for this permission.

Quality of matches between supplemental data and TEA data. Note that successful matching of supplemental data to TEA data is dependent on the quality of identification fields (e.g., first name, last name) in the supplemental dataset. TEA will not clean or modify supplemental data to increase successful matches.

Timeline for processing supplemental data. Requests are processed in the order received. THECB will notify the researcher when the supplemental data are available.

How to begin the supplemental data request process. Send an email to Nina Taylor that provides the research project number and name, the Advisory Board approval date, and data element documentation or a copy of the data dictionary for all files to be submitted.

The University of Texas at Dallas Education Research Center Terms and Conditions for Using Confidential Data

September 2020

Data files at the University of Texas at Dallas Education Research Center (UTD-ERC) contain personal information about individuals. This information is protected by the Federal law known as the Family Educational Rights and Privacy Act of 1974 (FERPA). This document describes procedures for protecting confidentiality which must be followed by everyone using UTD-ERC data.

1. A Confidentiality Agreement must be signed before you may have access to the ERC data. By signing the Confidentiality Agreement, you acknowledge that you have read and understand it, and that you have received a copy of – (i) the “Interagency Cooperation Contract” between the University of Texas at Dallas and the Texas Higher Education Coordinating Board, and (ii) “UTD-ERC Terms and Conditions for Using Confidential Data” and that you have read and understand both these documents. You must comply with the terms of both these documents when using UTD-ERC data. Any questions are to be directed to the Director of the UTD-ERC (the Director) for clarification.
2. UTD-ERC data may be used only for research projects that have been specifically approved by the Advisory Board for use of this data.
3. Research results must be reported in a manner that does not enable readers to learn information about individual persons in the data, or about any groups of fewer than five students.
4. Notwithstanding the duration of approval by the ERC Advisory Board for the ERC to host any project with which you might be associated, permission to utilize the UTD-ERC facility and the confidential data hosted by the UTD ERC is granted to each user by the UTD ERC on an annual basis. In most cases, permission expires on August 31 of each year, and is typically renewed at that time contingent on the continued association of the user with one or more approved ERC research projects. The Director may, however, revoke permission at any time in cases involving significant risk of unauthorized disclosure of confidential information or violation of security guidelines would normally result in immediate termination of access.
5. UTD-ERC data files or individual records must not be removed from the UTD-ERC in any form, including printed copies. A major way in which we protect data is to keep all files physically within the UTD-ERC. Users of the ERC will not attempt to store or transmit ERC data that has not been specifically authorized for release by the ERC on a portable storage device, such as, but not limited to, a USB flash drive, cellphone, portable laptop, external hard drive or through e-mail.
6. Principal Investigators granted access to the UTD-ERC will be assigned a project directory for each authorized ERC project. All researchers working on the project must store all work in this directory, organizing it as you wish including the creation of subdirectories.
7. You must provide ERC with regular updates regarding your research project/projects. This includes, but is not limited to any changes in, or extensions to, the research hypotheses and project personnel changes. Any extension of research that can be reasonably interpreted as a new research project requires prior approval from the ERC Advisory Board (AB) and a new Confidentiality Agreement.

8. All research products (papers, PowerPoint presentations, proposals, etc.) that use ERC data must be FERPA compliant (see addendum). It is mandatory that you submit all such products to UTD-ERC with sufficient lead time to allow the ERC to confirm such compliance. Failure to do so can result in immediate termination of access.

9. Unless waived jointly by TEA, THECB, and TWC all research products must contain the following disclaimer: “The conclusions of this research do not necessarily reflect the opinions or official position of the Texas Education Agency, the Texas Higher Education Coordinating Board, the Texas Workforce Commission or the State of Texas.”

10. To fulfill its responsibilities, the ERC may periodically ask for information related to your research. To maintain data access it is important that you respond to these requests in a timely manner.

11. For each research product (formally released working paper, journal article, published report, etc.) resulting from an approved ERC project, a research brief will be prepared that the ERC may distribute to the sponsoring Agencies and other stakeholders. The researcher will cooperate with the ERC in the formulation of the research brief to facilitate consistency in format and organization.

If you have any doubts at all regarding procedures to be followed to ensure FERPA compliance, please consult with the Director of the UTD-ERC. We ask that you please let us know of any problems or potential problems as early as possible.

Attachment 1

PROTOCOL FOR PRE-RELEASE REVIEW OF RESEARCH PRODUCTS USING UTD-ERC DATA TO CONFIRM FERPA COMPLIANCE

I. DEFINITIONS.

In the context of UTD-ERC, the following definitions apply –

Research Product: Any document, small or large, that displays information (text or numbers) derived from confidential UTD-ERC data. Research products include, but are not limited to, the following:

- Abstracts/Manuscripts/Reviews for publication
- Abstracts/Papers for conferences/seminars/workshops/meetings
- Posters for display
- Write-ups for a website
- Any research output (drafts of working papers, print-out of log files, tables, graphs, etc.) meant to be viewed by an individual/individuals not authorized to access the UTD-ERC data
- Dissertations
- Term Papers
- Hand-outs
- PowerPoint presentations
- Research Proposals
- Chapters for books

Release: Release of a research document includes, but is not limited to, the following –

- Submission to a journal
- Publication in a journal
- Submission for funding
- Submission to a conference/workshop/seminar/meeting
- Presentation in a conference/workshop/seminar/meeting
- Classroom presentation
- Sharing of results with any individual/individuals not authorized to access the UTD-ERC data (drafts of working papers, term papers, dissertation chapters, book chapters, log files, tables, graphs, any research findings, etc.)

II. PROCEDURE

To ensure that all research products that use UTD-ERC data are FERPA compliant prior to their release, UTD-ERC has the following procedures in place –

1. It requires that all research products using UTD-ERC data be submitted to UTD-ERC for FERPA compliance review prior to their release. All such products must be submitted to UTD-ERC with at least one week notice to confirm FERPA compliance. However, larger documents may require additional time and in such cases the researcher should contact UTD-ERC to get a better estimate of time.
2. To confirm that a research product submitted to UTD-ERC is FERPA compliant, i.e., does not contain information that can be used to identify an individual, UTD-ERC uses the following criteria –
 - It reviews the research product to confirm that the research product contains no information based on cell sizes of fewer than five individuals.
 - It requires that the researcher/researchers making the submission certify in writing that – (i) none of the information included in the research product is derived from cell sizes of fewer than five individuals, and (ii) there is no possibility of identifying individual students by using or manipulating the information provided in the research product.

Attachment 2

PROCEEDURE AND MASKING STANDARDS FOR OBTAINING FERPA REVIEW AND RELEASE OF RESULTS FROM THE ERC SECURE COMPUTING ENVIRONMENT

Background:

All intermediate research output generated by UTD-ERC research projects must be reviewed for FERPA compliance before it can be removed from the secure research network. The UTD-ERC has a contractual obligation to reasonably ensure that all research products removed from the site do not include any means by which an individual could be identified.

Procedure:

1. A researcher seeking to remove research products from the secure network must first prepare the output into human-readable documents, no longer than 20 pages, in one of the standard formats.
2. The prepared, FERPA-compliant work products are then placed into the appropriate project-specific FERPA review submission directory on the server. This will be located at /srv/tier2/xfer/projnum_projabbrev_ferpa on the ERC server, where “projnum” is the project number, and “projabbrev” is the abbreviated project name.
3. A note using the template provided should be completed for each submission describing the files and providing any information that may be helpful to the reviewer in understanding the submitted material (e.g. explaining any small cell frequencies that may be present in the results, if they do not, in fact, represent individual students or staff members).
4. Notification should be sent by e-mail to the Data and Research Support Operations Manager (Zhixiang Lu) that a submission has been made.
5. An approved reviewer accesses the files and reviews them to ensure FERPA compliance and inclusion of disclaimer, if relevant. (For details on the review process, see [Procedures for Conducting FERPA Review.](#))
6. If release of the files is permitted, the reviewer sends them to the researcher by e-mail, or if the size of the release exceeds e-mail limitations, via link to the file uploaded to the reviewer's University sponsored Box.com account. Note that at this point, the artifacts to be released have been verified to be publically releasable, so security measures are not required to protect the released items.

Masking Confidential Information Prior to Submission

Confidential Information as applied to data in the P-20/Workforce Data Repository provided to an (ERC) by TEA, the CB, or the TWC includes all individual-level data, including any data cells small enough to allow identification of an individual. All social security numbers, individual names, individual birthdates and data cells containing between one and four individuals inclusive, are confidential.

(A) Small data cells will be considered any cell containing between one and four individuals inclusive. Information may not be disclosed where small data cells can be determined through subtraction or other simple mathematical manipulations or subsequent cross-tabulation of the same data with other variables. Institutions may use any of the common methods for masking including:

- (i) hiding the small cell and the next larger cell on the row and column so the size of the small cell cannot be determined; or
- (ii) hiding the small cell and displaying the total for both the row and column as a range of at least ten; or
- (iii) any methodology approved by cooperating agencies

Small Cell Reporting	Numer-ator	Denom-inator	%
Denominator is less than five (including 0)	Mask (*)	Mask (*)	Mask (*)
Denominator is five or more; and, percent is 100 or rounds to 100	Mask (*)	Mask (*)	>99%
Denominator is five or more; and, percent is 0 or rounds to 0	Mask (*)	Mask (*)	<1%
Denominator is five or more; and, the difference between the numerator and denominator is one or two; and percent is not 100 or 0 and does not round to 100 or 0	Mask (*)	Mask (*)	#
Denominator is five or more; and, the numerator is one or two; and percent is not 100 or 0 and does not round to 100 or 0	Mask (*)	Mask (*)	#

ATTACHMENT 2

Statement of Data Security

University of Chicago, hereinafter the “**Requester**,” shall take the following administrative and physical precautions to securely protect any information and/or data collected pursuant to the associated Research or Statistical Project Agreement (Agreement) or otherwise deemed confidential pursuant to the Agreement, federal law, or the laws of the State of Texas:

Security Controls

Access Control/Password Protection

1. **Boot protection:** If required and possible, the boot process of devices storing data shall be protected by BIOS restrictive access or by disabling unauthorized system boot sources
2. **Login/Access Permissions:** Access to systems storing or processing data shall be protected by authentication processes requiring a unique username and password. Access to files must be enforced through specific access control permissions which may include group membership based access or individual user access. Generic or shared credentials are not authorized.
3. **Copying Files:** Unless specifically authorized by the Data Use Agreement (DUA) contract, files must not be copied from approved locations. Exceptions must be in the form of contract amendments agreed upon by all parties.
4. **Backups:** Unless specified in the DUA, data shall be backed up per IT backup processes. Backups shall be managed at the same level of security as the primary data copy. If the DUA specifies backups are not authorized, IT administrators will exclude the backups from running on designated data.
5. **Researcher Access:** A list of authorized researchers permitted access to data must be maintained. If the DUA restricts researchers, access controls must default deny to all but approved researching personnel.
6. **Internet Access:** Unless specified by the DUA, data repositories may have Internet access. If DUA restricts network connectivity, IT will provide an isolated network environment in compliance.

Physical Security

1. **Access to device:** Access to devices storing data shall be restricted by providing a locked and secure facility. This may be in the form of a secured datacenter/server room or a secured office. Regular audits of access control shall be performed.
2. **Removable media:** If data is stored on removable media (USB drive, DVD, external hard drive, etc.) the media must be secured in the same manner as storage machines. Secure storage in locked office, locked cabinet, safe, datacenter/server room, or other restricted access locked facility. The media must be labeled with the appropriate information classification (e.g. Sensitive, Confidential).

3. Authorized Parties: Data must only be physically accessible by approved researchers, IT Security, and IT Administrators.
4. Printed Media: Any data printed must use Booth's Secure Print solution. Storage of printed data shall be restricted in the same manner as Removable Media. Destruction of printed materials will be done through the secure shredding service supplied by Booth.

Logical Security

1. Encryption: Data-at-rest encryption is provided by Booth's encrypted EMC SAN and must meet Federal Information Processing Standard (FIPS) 140-3 encryption standards. Data-in-motion encryption is provided by TLS 1.2 and SSH encrypted sessions and must use FIPS 140-2 cryptographic modules.
2. Secure Working Environments: Temporary working directories shall be constructed in a manner in alignment with raw data requirements. Data retention processes apply to temporary directories.

Monitoring/Auditing

1. System Logging: Devices that store or process data must be actively monitored by an appropriate log monitoring solution. Logs must be retained per IT Security processes. Logs should contain successful and unsuccessful access attempts.

Data Destruction

1. Conclusion of Data Usage: Upon reaching the end of the time period stated in the DUA, the contract must be renewed (thus extending time period) or the data must be destroyed in a manner specified in the DUA. If data destruction details are not specified, the data must be deleted in a manner that it cannot be recovered under reasonable efforts. This includes backups of datasets. Specific secure data "shredding" should be specified in the DUA requirements.

Data retention: Data temporary analysis files shall be managed in the same manner as raw data unless specified by DUA requirements. Deletion of temporary analysis files are subject to the same requirements of data destruction as raw data.

Incident Response

1. An information system incident is an unexpected, unplanned event that could have a negative effect on information technology resources. A security incident is an event that violates security policies or circumvents security mechanisms (e.g. hostile probes, intrusions, malicious software), and may lead to the unauthorized exposure, access, disclosure, compromise, or loss of confidential or sensitive information. All confirmed security incidents must be reported to the TJJJ liaison for the project.

This Statement of Data Security is a binding part of the Agreement. The Requester's failure to comply with the precautions described herein may constitute a breach or default under the Agreement and entitle the Texas Juvenile Justice Department to seek any remedies for breach or default available under the Agreement or other law.



Digitally signed by Linda Williams on
behalf of Jennifer A. Ponting
Date: 2022.12.12 19:11:09 -05'00'

Requester Signature

Jennifer Ponting, Associate Vice President for Research Administration
Printed Name and Title

Date

Acknowledged and Agreed:

A handwritten signature in black ink, partially obscured by a redaction box.

Asst. Professor Jack Mountjoy

Attachment 3: Requested Data

Source	Type of Data	Cohort	Time Period	Data Tables	Description
TJJD EDI	De-identified Individual-level	All Juvenile Referral Dispositions	FY 2002-2019	Child (excluding name, SSN, TSIDS Number, and DPS SID Number) Behavioral Health Services Behavioral Health Treatment Decodes Detention Drug Test DSM5_Values MAYSI Non-Residential Service Offense Offense Code Placement Program Program Component Psychological Test Referral Supervision	
TJJD CCS	De-identified Individual-level	All Indeterminate Sentence and Determinate Sentence Commitments	FY 2002-2019	CCF 003, 005, 060D CCF 040 Cntycode Edpdtl Evttohr Id (excluding name, SSN, DPS SID Number, and TRN Number) ITCCS Loccode Newpopmfinal (excluding DPS SID Number and TRN Number) OffCode Popasfx Popss SSCode	Specialized treatment need assessed by TJJD psychologist Information on first minimum length of stay assignment for indeterminate sentenced youth County codes and names Education evaluation, assessment, and related records (e.g., scoring on instruments) Referral, disposition, and offense history records Demographic information on a daily snapshot of TJJD population Information on students enrolled in TJJD school Location codes and names Masterfile records (new record for each commitment, recommitment, revocation, reclassification, multiple commitments) Offense codes and descriptions Detail records for each location assignment during entire TYC/TJJD stay Specialized treatment and service records Specialized service treatment code definitions

ATTACHMENT 2

Statement of Data Security

Texas Education Agency, hereinafter “**TEA**,” shall take the following administrative and physical precautions to securely protect any information and/or data collected pursuant to the associated Memorandum of Understanding (MOU) between the Texas Juvenile Justice Department (TJJD) and TEA (CON0001515):

Access Control/Password Protection/Storage/Physical Security

1. All electronic materials will be stored on a password-protected device and/or in a limited-access folder that is stored on a password-protected shared drive and will be disclosed only to TEA and individuals approved by TJJD in accordance with the MOU.
2. Access to device: Access to devices storing data shall be restricted by providing a locked and secure facility. This may be in the form of a secured datacenter/server room or a secured office. Regular audits of access control shall be performed.
3. Storage Devices: TJJD information and/or data stored on devices such as file server shares must have security access controls restricting access to TEA and individuals approved by TJJD in accordance with the MOU. If information and/or data is to be stored on Cloud services, such as Platform as a Service (PaaS), Software as a Service (SaaS), or Infrastructure as a Service (IaaS), the cloud vendor must meet or be vetted by Texas Risk and Authorization Management Program (TX-RAMP) assessors for State of Texas TX-RAMP compliance. Cloud-based storage of TJJD information must remain within the confines of the border of the United States.
4. Removable media: If data is stored on removable media (e.g., USB drive, DVD, external hard drive), the media must be encrypted using Federal Information Processing Standard (FIPS) 140-3-standards and secured in the same manner as storage machines. Removable media must be stored in a secure space, either in a locked office, locked cabinet, safe, data center/server room, or other restricted access locked facility. The removable media must be labeled with the appropriate information classification (e.g., Sensitive, Confidential).
5. Authorized Parties: Data must only be physically accessible by TJJD-approved employees, faculty members, students, or subcontractors of TEA who have successfully passed a hiring background check and have completed a Cybersecurity training course. Proof of completed training will be provided to TJJD and re-completed annually for the duration of the MOU.
6. Printed Media: Any data printed must use a Secure Print solution. Storage of printed data shall be restricted in the same manner as Removable Media. Destruction of printed materials must be done through a secure shredding service.
7. Media containing sensitive data must be labeled as “Sensitive Unclassified Information” or with the appropriate information categorization (e.g., personally identifiable information (PII), criminal justice information (CJI)).
8. Prior to release or disposal, electronic media containing sensitive data must be completely erased or destroyed using the latest revision to NIST Special Publication 800-8 authorized methods. Electronic media is any type of device that stores and allows distribution or use of electronic information.

Logical Security

1. Encryption: Data-at-rest is encrypted in accordance with FIPS 140-3 standards. Data-in-motion encryption is provided by Transport Layer Security (TLS) 1.2 and Security Shell (SSH) encrypted sessions and must use FIPS 140-3 standards cryptographic modules.
2. Secure Working Environments: Temporary working directories shall be constructed in a manner in alignment with raw data requirements. Data retention processes apply to temporary directories.

Monitoring/Auditing

1. System Logging: Devices that store or process data are actively monitored by an appropriate log-monitoring solution. Logs must be retained and made available to TJJD by request. Logs must contain all successful and unsuccessful access attempts.

ATTACHMENT 2

Data Breaches

1. Data containing CJJ must be protected in accordance with the MOU, Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy, and Texas Department of Information Resources Regulations, as applicable.
2. Breach of data security is the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.
3. TEA must report to the TJJJ information security officer at IT-Security@tjjd.texas.gov all suspected or confirmed breaches of data security and/or incidents involving the loss and/or disclosure of CJJ or PII within three (3) hours of learning of the incident.

Data Destruction

1. Conclusion of Data Usage: As provided in the MOU, information and/or data must be destroyed by the termination date of the MOU or by the end date of any renewals of the MOU. The information and/or data, including backups of datasets, must be destroyed in a manner such that it cannot be recovered under reasonable efforts. Destruction methods include shredding, incineration, and other appropriate methods for secure disposal.
2. Data retention: Data temporary analysis files shall be managed in the same manner as raw data unless specified by the MOU requirements. Destruction of temporary analysis files is subject to the same requirements of data destruction as raw data.

Incident Response

1. An information system incident is an unexpected, unplanned event that could have a negative effect on information technology resources. A security incident is an event that violates security policies or circumvents security mechanisms (e.g., hostile probes, intrusions, malicious software) and that may lead to the unauthorized exposure, access, disclosure, compromise, or loss of confidential or sensitive information. All confirmed security incidents must be reported to the TJJJ information security officer no later than 24 hours after the discovery of the security incident.
2. TEA will be familiar with Sections 521.052, 521.053, and 521.151, Texas Business and Commerce Code, related to the protection of Texas Citizen Information, information breach notification, and penalties for violations of Chapter 521, Texas Business and Commerce Code.
3. In the event of an information breach involving TJJJ data, TEA will notify the TJJJ information security officer within 24 hours of discovery of the breach.
4. TEA will make every effort to provide TJJJ with applicable breach event artifacts and allow TJJJ to monitor and assist with TEA's investigation of the breach.
5. TEA will be responsible for any legal consequences as a result of a breach.

This Statement of Data Security is a binding part of the MOU. TEA's failure to comply with the precautions described herein may constitute a breach or default under the MOU and entitle TJJJ to seek any remedies for breach or default available under the MOU or other law.

Signed by:

BC4D90FE717F4CD...

Carla Steffen

Printed Name and Title

3/27/2025

Date