

## **DATA SHARING AGREEMENT**

This Data Sharing Agreement (“Agreement”) between Regents of the University of Minnesota (“U of M”) and Independent School District No. 256, Red Wing (“District”), is entered into as of Dec. 18, 2023 (“Effective Date”). U of M and the District are referred to collectively as the “Parties.”

WHEREAS, certain designated individuals affiliated with U of M will offer a program that focuses on helping kids have healthy relationships that will be delivered by RiseUp Red Wing mentors; and

WHEREAS, the program services will be outside the school day; and

WHEREAS, the program will be part of a research study the U of M is conducting; and

WHEREAS, the Parties anticipate that individuals affiliated with U of M will be required to access personally identifiable information related to students and educational data in order to effectively execute this endeavor; and

WHEREAS, U of M anticipates individuals affiliated with U of M will be required to maintain data regarding the Social, Academic, and Emotional Behavior Risk Screener (SAEBRS) screening of students attending school in the District in order to monitor progress and inform and develop future educational services and help for those students, as well as to generate knowledge of how to help other students in the future; and

WHEREAS, all data collected, received, maintained or disseminated for any purpose in the course of U of M’s receipt of data pursuant to this Agreement is governed by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“FERPA”) and the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (“MGDPA”); and

WHEREAS, under a “school official” exception both FERPA and the MGDPA allow certain contractors, consultants, volunteers, and other parties to access information that would otherwise be classified as private educational data that is not disclosable to the public; and

WHEREAS, individuals affiliated with U of M will be providing services in a manner that meets the relevant requirements to qualify as a “school official” under both FERPA and the MGDPA; and

WHEREAS, the Parties wish to enter into this Agreement outlining in greater detail the terms and conditions upon which individuals affiliated with U of M will be granted access to certain protected student data as a “school official”; and

WHEREAS, even though U of M will be providing services in a manner that meets the requirements to qualify as a “school official,” the Parties agree that it is still desirable to obtain written consent from a parent/guardian or eligible student before the District releases information protected by FERPA and the MGDPA to individuals affiliated with U of M, as well as maintaining data from the subject assessments of students attending the District.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree to the following:

1. **Services Provided to the District.** U of M is an educational organization whose staff will offer a program that focuses on helping kids have healthy relationships that will be delivered by RiseUp Red Wing mentors and will be held at Twin Bluff after school. This program is being offered as part of a research study. U of M understands that it is performing services as an independent contractor and are not employees of the School District.

2. **Protected Student Data Defined.** “Protected Student Data” means any data defined as “personally identifiable information” contained in educational records as the term is defined in FERPA and its implementing regulations, 20 U.S.C. § 1232g and 34 C.F.R. § 99.31, or “educational data” as defined in the MGDPA, Minnesota Statutes, section 13.32.

3. **Types of Data to be Accessed.** In the course of providing the services described in Paragraph 1, individuals affiliated with U of M will have a legitimate need to access Protected Student Data in the form of access to SAEBRS scores as well as subject assessment data. The data described in this Paragraph is subject to disclosure restrictions imposed by FERPA and the MGDPA.

4. **Collection and Maintenance of Assessment Data.** In the course of administering the subject assessments described in Paragraph 1, individuals affiliated

with U of M will have a legitimate need to maintain the data from the subject assessments. Prior to individuals affiliated with U of M administering subject assessments of students attending school in the District and maintaining the assessment data, the District must receive proper written consent from the individual parent/guardian or eligible student for U of M to administer the subject assessments and for U of M to maintain the Protected Student Data using a consent form substantially similar to the attached Exhibit A; and

**5. Terms and Conditions Governing Access to Data.** The following terms and conditions govern the manner in which individuals affiliated with U of M will have access to the data described in Paragraph 3:

a. Prior to releasing Protected Student Data for an individual student to U of M or any of its employees or other representatives, the District must receive proper written consent to release the Protected Student Data to U of M from the individual parent/guardian or eligible student using a consent form substantially similar to the attached Exhibit A.

b. Only U of M staff with a legitimate educational interest shall be granted access to Protected Student Data in accordance with the terms of the Agreement. Protected Student Data shall not be shared with any employee, agent, volunteer, or other affiliate of U of M who is not an individual associated with U of M as defined in Paragraph 6 and who complies with subparagraph (b). For individuals associated with U of M who will be providing group-based depression prevention programming, after school programming and preventive mental health services for students at the District, prior to being granted access to Protected Student Data, the U of M staff member must review and sign an acknowledgement and consent form substantially similar to the attached Exhibit B.

c. U of M shall not attempt to use, access, or maintain Protected Student Data for any reason other than purposes legitimately necessary for its staff to provide the services and conduct the research referenced in Paragraph 1 and only to the extent specifically authorized, in writing, by individual parents/guardians of students or eligible students receiving such services as provided in Exhibit A.

d. Upon termination of this Agreement, U of M will retain SAEBRS data collected. The parties will work collaboratively to determine whether any data maintained by U of M should be returned to the District and to develop procedures

and a reasonable timeline for the destruction of data that need not be returned pursuant to the School District's General Data Retention Schedule.

6. **Redisclosure of Protected Student Data.** In the course of performing the services described in Paragraph 1, the Parties agree that individuals providing services to the District as U of M staff may share de-identified data with other research teams but shall not redisclose Protected Student Data to any person or party other than a District official of U of M department with a legitimate need to access the data unless disclosure is specifically authorized or required by law.

7. **Policies and Procedures to Protect Data.** The Parties agree to comply with the following policies and procedures to protect the privacy of Protected Student Data:

a. U of M and its employees or representatives shall not disclose Protected Student Data except as provided in Paragraph 6.

b. U of M shall at all times comply with School District Policy 515 – Protection and Privacy of Pupil Records, to the extent applicable.

c. U of M shall develop its own policies, procedures, and systems to implement appropriate safeguards to protect the privacy of Protected Student Data.

8. **Term and Termination.** This Agreement shall commence on the date of execution by all Parties. Thereafter, the Agreement shall be reviewed and executed annually. This Agreement shall be in effect as determined above, unless otherwise terminated as provided herein. Termination of this Agreement by either Party shall be effective by delivering to the other Party a written notice of termination not less than ten (10) days in advance of the expiration of the initial term or any subsequent term. Notices shall be in writing, delivered personally or by U.S. mail and directed to the following individuals:

Regents of the University of Minnesota  
UFRA  
450 McNamara Alumni Center  
230 Oak St. SE  
Minneapolis, MN 55455

Independent School District No. 256  
c/o Dr. Martina Wagner  
Superintendent  
2451 Eagle Ridge Drive  
Red Wing, MN 55066

9. **General Responsibilities of U of M.** Work with assigned District staff to promote and engage students and families and obtain proper written permission from

parents/guardians to meet with students. Parental/guardian written permission must be submitted to Anne Robertson, School District Communications Manager, prior to services. The schedule for services provided by U of M must be submitted to the building principal and Anne Robertson, School District Communications Manager, on a monthly basis. U of M agents and volunteers who work with our students must complete a background check provided by the School District.

10. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefits of the Parties and their respective successors and permitted assigns. No Party may assign or transfer this Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other Party.

11. **Insurance:** Certificates evidencing insurance obtained shall be furnished upon request. U of M will obtain and maintain a comprehensive general liability policy that names the School District as an additional insured. The limits of the policy will include one million five hundred thousand dollars (\$1,500,000) for each occurrence, covering bodily and personal injury and property damage.

12. **Liability.** Each party shall be responsible for claims, losses, damages and expenses which are proximately caused by the wrongful or negligent acts or omissions of that party or its agents, employees or representatives acting within the scope of their duties. The liability of the University of Minnesota is as set out in chapter 3.736 of the Minnesota Statutes and is subject to the limitations therein. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities it may have or be construed to create a basis for a claim or suit when none would otherwise have existed. Each party (1) shall promptly notify the other of such claims, (2) permit the other at its request to defend against such claims, and (3) reasonably cooperate with the other in the investigation and defense of such claims.

13. **Amendment/Modification.** This Agreement may be amended or modified only by a writing executed by the Parties. No custom or practice of the Parties at variance with the terms hereof will have any effect.

14. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties relative to the subject matter hereof. The Parties have not relied upon any promises, representatives, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes all prior oral or written agreements, representations and discussions relating to such subject matter.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date first written above.

**Regents of the University of Minnesota**

DATE: \_\_\_\_\_ By: \_\_\_\_\_  
April Nelson  
Its: Principal Grant and Contract Officer

**Independent School District, No. 256**

DATE: \_\_\_\_\_ By: \_\_\_\_\_  
Its: Chair

DATE: \_\_\_\_\_ By: \_\_\_\_\_  
Its: Clerk