



Montana 21<sup>st</sup> Century Community Learning Center  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ISSKONATAAPI Project  
AND THE  
Browning Public Schools, District No. 9

In accordance with Title VI, Part B, the 21<sup>st</sup> Century Community Learning Centers (21<sup>st</sup> CCLCs), and the “Audit or Evaluation Exception” within the Family Educational Rights and Privacy Act (FERPA), ((1) or see [20 U.S.C. 1232g\(b\)\(1\)\(C\), \(b\)\(3\), and \(b\)\(5\)](#) and [§99.31\(a\)\(3\) and 99.35](#)], with the agreement of the 21<sup>st</sup> CCLC grantee and the local school district, *shall develop and enter into a memorandum of understanding concerning the collection and reporting of students’ personal identifiable information (PII) to the Montana Office of Public Instruction’s 21<sup>st</sup> Century Community Learning Centers’ program.*

Pursuant to the above, this MOU shall contain provisions describing the following:

1. Designate the individual or entity as an authorized representative. Your agreement must formally designate the individual or entity as an authorized representative. *(For 21<sup>st</sup> CCLC purposes, this includes the Authorized Representative for the grant and the Authorized Representative for the School District).*
2. Specify the PII from education records to be disclosed. Your agreement must identify the information being disclosed. *(For the purposes of the 21<sup>st</sup> CLCC required reporting, this MUST include every Student’s first name, last name, date of birth, race/ethnicity, gender, English Language Learner, Free/Reduced Lunch eligibility status, IEP or 504 status, and grade/teacher name).*
3. Specify that the purpose for which the PII from education records is being disclosed to the authorized representative is to carry out an audit or evaluation of Federal- or state-supported education programs, or to enforce or to comply with Federal legal requirements that relate to those programs. Your agreement must state specifically that the disclosure of the PII from education records is in furtherance of an audit, evaluation, or enforcement or compliance activity. *(For purposes of the 21<sup>st</sup> CCLC program, the PII from education records is being disclosed to the authorized representative to carry out an evaluation of the federally funded and state mandated educational 21<sup>st</sup> CCLC programs, whose main focus is to work in alignment with schools to assist in increasing achievement in English and Math for participating students. This information is needed for the grantee to be in compliance with the state reporting activity, while the state needs the data to be in compliance with the federal reporting activity.)*
4. Describe the activity with sufficient specificity to make clear that it falls within the audit or evaluation exception. This must include a description of how the PII from education records will be used. The agreement must describe in detail the methodology and why disclosure of PII from education records is necessary to accomplish the audit, evaluation, or enforcement or compliance activity.
5. Require the authorized representative to destroy the PII from education records when the information is no longer needed for the purpose specified. Please note, your agreement should be clear about how the PII from education records will be destroyed. *(For the purposes of the 21<sup>st</sup> CLCC required reporting, the following PII (every Student’s first name, last name, date of birth, race/ethnicity, gender,*



English Language Learner, Free/Reduced Lunch eligibility status, IEP or 504 status, and grade/teacher name)).

6. Specify the time period in which the PII must be destroyed. You should determine the specific time period for destruction based on the facts and circumstances surrounding the disclosure and activity. The parties to the written agreement may agree to amend the agreement to extend the time period if needed, but the agreement must include a time limit. *(2019 House Bill 619 requires MOU's to expire after 18 months.)*

7. Establish policies and procedures, consistent with FERPA and other Federal and state confidentiality and privacy provisions, to protect PII from education records from further disclosure (except back to the disclosing entity) and unauthorized use, including limiting use of PII from education records to only authorized representatives with legitimate interests in an audit, evaluation, or enforcement or compliance activity. The agreement must establish the policies and procedures, consistent with FERPA and other Federal and state laws, to protect PII from education records from further disclosure or unauthorized use. ***(LEGAL COMPLIANCE / RE-DISCLOSURE: The parties agree and acknowledge that each and all of them remain individually responsible for complying with the laws, rules and/or regulations that pertain to their specific operations, and that neither this MOU nor any of its specific terms relieves them of those legal obligations. The parties further agree and acknowledge that they will not, except as may otherwise be permitted by law, re-disclose any specific client or specific student information that has been provided to them.)***

This MOU will serve as a framework of agreed upon terms. Specific local/regional data sharing operations may vary depending on the local/regional area and shall be specified as addendums to this MOU when applicable.

ISSKONATAAPI Project	Authorized Representative	Date
Browning Public Schools, District No. 9 Authorized Representative		Date

<sup>i</sup> Taken from U.S. Department of Education, Protecting Student Privacy, Guidance for Reasonable Methods and Written Agreements, Last Updated August 2015. <https://studentprivacy.ed.gov/resources/guidance-reasonable-methods-and-written-agreements>

---

## **1. Family Educational Rights and Privacy Act [FERPA]; 20 U.S.C. § 1232g; 34 C.F.R. Part 99**

FERPA is a federal law that protects the privacy of students' "education records" and applies to educational agencies and institutions that receive funds under any program administered by the U.S. Department of Education. Under FERPA, an educational agency or institution may not have a policy or practice of disclosing the education records of students, or personally identifiable information from education records, without a parent or eligible student's (i.e., one who is at least 18 years of age) written consent. FERPA also gives parents and eligible students the right to inspect and review the student's education records and to seek to have them amended in certain circumstances.

The term "education records" is broadly defined to mean those records that are: (1) directly related to a student, and (2) maintained by an educational agency or institution or by a party acting for the agency or institution. In general, it does not include information based on personal knowledge or observation.

There are a number of important exceptions to the written consent requirement, including but not limited to the following:

- Disclosure of pertinent education records to school officials and others with a

"legitimate educational interest." In general, a person has a "legitimate educational interest" with regard to a particular student/record if that person (1) performs administrative tasks directly related to the student; (2) performs supervisory or

instruction tasks directly related to the student; or (3) performs a service of benefit for the student or student's family such as health care or counseling.

- Disclosure in response to a court order or subpoena
- Disclosure to State and Local Juvenile Justice Officials, in compliance with state law.
- Disclosure in connection with health or safety emergency involving immediate risk of harm.