

## **Educational Data Privacy Agreement**

This Agreement is entered into by and between Red Wing Public Schools (“the School District” and Prairie Island Indian Community (“the Tribe”).

### **PREAMBLE**

The School District and the Tribe have a common goal of increasing student achievement and well-being. It is the intent of the Tribe to address a variety of student needs including, but not limited to, attendance, homework, test preparation, assessment results, social/emotional support, and after-school programming. The ultimate goal is to enhance student achievement and educational experience.

In order for the Tribe to effectively serve students it will sometimes be necessary for the School District and the Tribe to share private education data. Private educational data pertaining to students will not be released to the Tribe without the informed written consent of a Parent or legal guardian, or, in the case of a student 18 or over, the consent of the Student. The As a Federally-recognized Indian Tribe and a sovereign government, the Tribe is not subject to Minnesota state law. The Tribe agrees to comply with its own laws, including the Data Privacy Ordinance, and any applicable Federal laws with respect to the receipt, disclosure and maintenance of educational records/data, including the Federal Educational Rights and Privacy Act (“FERPA”).

**THEREFORE**, the School District and the Tribe agree to the following terms with respect to the receipt, disclosure and maintenance of private educational data:

1. **Definitions:**

“Directory information” includes the student’s name, address, telephone listing, electronic mail address, photograph, date of birth, dates of attendance, grade level, enrollment status (i.e., full-time or part-time), participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received, the most recent educational agency/institution attended, and the name, address, and telephone number of the student’s parent(s) in circumstances where the student or their parents have not expressly requested that the information be released only after prior written consent.

“Legitimate educational interest” means an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person’s need to know in order to: (1) perform an administrative task required in the school or employee’s contract or position description approved by the school board;(2) perform a supervisory or instructional task directly related to the student’s education; or (3) perform a service or benefit for the student or the student’s family such as health care, counseling, student job placement, or student financial aid.

2. Treatment and Use of Private Data

The Tribe agrees that it is bound by the terms of the Prairie Island Indian Community Data Privacy Ordinance with regard to any data created, collected, received, stored, used, maintained or disseminated by the Tribe. Information or data related to a student that is designated as “Directory Information” pursuant to School Board policy and which would not generally be considered harmful or an invasion of privacy if disclosed is not covered by this agreement.

The Tribe may only provide private data received pursuant to this Agreement to employees or representatives of the Tribe who have a legitimate educational interest in the private educational data. Unless authorized or obligated by applicable law or court order, the Tribe agrees that it will not disclose private educational data provided by the School District pursuant to this Agreement to another third party without consent of the School District.

3. Confidentiality and Appropriate Safeguards

The Tribe agrees to establish appropriate security safeguards for all private educational data received from the School District. The Tribe will maintain the confidentiality of any and all private educational data received from the School District. The confidentiality requirements under this paragraph shall survive the termination or expiration of this Agreement or the Tribe. To ensure the continued confidentiality and security of private educational data received, processed, stored, or transmitted under this Agreement, the Tribe shall establish a system of safeguards that will, at minimum, include the following:

- a. Procedures and systems that ensure that all private educational data are kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data under this Agreement.
- b. All designated representatives and employees of the Tribe involved in the handling, transmittal and/or processing of private educational data provided under Agreement will be informed of their obligation to comply with the requirements of applicable law related to educational data privacy and the requirements of this Agreement.
- c. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer data bases used to process, store, or transmit data provided under this Agreement. The parties agree that email is a secure way to transmit data under this Agreement.

The Tribe may appropriately dispose of/destroy copies of government data provided to them by the School District. When private data is being disposed of/destroyed, the data must be disposed of/destroyed in a way that prevents its contents from being determined. Originals or official copies of any government data provided by the School District, which will be clearly marked as such, can only be disposed on in a manner consistent with the School District’s records retention policies.

If the Tribe knows or has reason to believe that a security breach has occurred and an unauthorized person has gained access to private educational data that requires notification by law, the Tribe must notify the School District of this concern. Furthermore, the Tribe must take appropriate action to ensure that circumstances related to the breach of security are rectified and that the risk of further disclosure is eliminated or minimized.

4. Indemnification

The School District and the Tribe agree to defend, indemnify, and hold each other, and its officers, employees, and agents harmless from and against any liability, loss, expense (including attorneys' fees), or claims of injury or damages arising out of the performance of the terms of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying member, and/or its officers, employees or agents.

5. Entire Agreement

This document states the entire agreement between the educational institutions with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

6. Execution

Each of the persons signing this Agreement on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

7. Assignment

None of the signatories to this Agreement may assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other signatories to this Agreement.

8. Severability


If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. This Agreement shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

9. Term of this Agreement

This Agreement shall be in effect for the period commencing from the date of execution until August 31, 2023. Either the School District or the Tribe may terminate its participation in this Agreement by delivering written notice of its intent to terminate said participation to the chief executive officer of the other entity.

Signed By:

\_\_\_\_\_  
Jennifer Tift, Clerk  
Red Wing Public Schools

  
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Education Director  
Prairie Island Indian Community

\_\_\_\_\_  
Date

5/24/22  
\_\_\_\_\_  
Date