

**MYERS-WILKINS COMMUNITY SCHOOL COLLABORATIVE  
DATA SHARING AGREEMENT FOR RELEASE OF DATA  
UNDER "SCHOOL OFFICIAL" AND "EVALUATION" EXCEPTIONS**

This Data Sharing Agreement ("Agreement") between Independent School District No. 709, Duluth Public Schools ("District") and the [MYERS-WILKINS COMMUNITY SCHOOL COLLABORATIVE], is entered into as of [July 1, 2016] ("Effective Date"). The District and the [MYERS-WILKINS COMMUNITY SCHOOL COLLABORATIVE] are referred to collectively as the "Parties."

WHEREAS, certain individuals affiliated with the [MYERS-WILKINS COMMUNITY SCHOOL COLLABORATIVE] (hereinafter "Requesting Entity") will provide [Evaluation] to the District for the 2016-2017 school year; and

WHEREAS, the services to be provided by individuals affiliated with Requesting Entity are institutional services and functions for which the District would otherwise use its own employees; and

WHEREAS, the District anticipates individuals affiliated with Requesting Entity will be required to access personally identifiable information related to students and educational data in order to effectively provide services to the District; and

WHEREAS, both the Family Educational Rights and Privacy Act ("FERPA") and the Minnesota Government Data Practices Act ("MGDPA") allow certain contractors, consultants, volunteers, and other parties to access information that would otherwise be protected from disclosure under a "school official" exception; and

WHEREAS, individuals affiliated with Requesting Entity 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 in order to outline in greater detail the terms and conditions upon which individuals affiliated with Requesting Entity will be granted access to certain protected student data as a "school official"; and

WHEREAS, Requesting Entity receives funding from [21st Century Community Schools], which is funded by the [several grants including MN Dept of Education]; and

WHEREAS, as a condition of receiving grant funding, Requesting Entity must complete certain reports related to the effectiveness of educational programs funded with grant money; and

WHEREAS, the District desires to designate Requesting Entity as its authorized representative for evaluating and reviewing data for the purpose of measuring the effectiveness of educational programs funded through the [21st Century Community Schools Grant]; and

WHEREAS, in order to share personally identifiable information related to students and educational records, for the purpose of evaluating the effectiveness of educational programs funded with [21st Century Community Schools Grant], the District and Requesting Entity must enter into a written agreement that meets the requirements outlined in 34 C.F.R. § 99.35.

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

1. **Services Provided to District.** Requesting Entity is a [non-profit] whose [Executive Director] will provide [Evaluation] to the District. The services to be provided to the District are institutional services and functions for which the District would otherwise use its own employees.
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, Minn. Stat. § 13.32.
3. **Types of Data to be Accessed.** In the course of providing the services described in Paragraph 1, individuals affiliated with Requesting Entity will have a legitimate need to access Protected Student Data in the form of *ATTENDANCE, GRADES, GRADEBOOK, TRANSCRIPTS, TEST SCORES, BEHAVIOR AND SCHEDULES*. The data described in this Paragraph is subject to disclosure restrictions imposed by FERPA and the MGDPA.
4. **District's Control over Use and Maintenance of Data.** The following terms and conditions will govern the manner in which individuals affiliated with Requesting Entity will have access to Protected Student Data:
  - a. [Executive Director] shall be the only representatives of Requesting Entity granted access to Protected Student Data in accordance with the terms of this Agreement. Protected Student Data shall not be shared with any employee, agent, volunteer, or other affiliate of Requesting Entity who is not within the group of individuals defined in this Paragraph. Prior to being granted access to Protected Student Data, each [Executive Director] must

review and sign the acknowledgement and consent form attached hereto as Exhibit A.

- b. Requesting Entity shall not attempt to use, access, or maintain Protected Student Data for any reason other than purposes legitimately necessary to provide the services referenced in Paragraph 1. Requesting Entity shall not maintain its own files, documents, or any other form of records containing Protected Student Data or attempt to obtain access to Protected Student Data for anyone other than an individual described Paragraph 4(a).
- c. The use and maintenance of Protected Student Data by [*Executive Director*] shall be at all times subject to the District's direct control.
- d. Individuals providing services as [*Executive Director*] shall be granted access to Protected Student Data through the District's Infinite Campus system in a manner deemed appropriate by the District. Requesting Entity shall supply the District with a list of the names of the individuals providing services as [*Executive Director*] to the principal of the building in which each individual will be providing services. Upon receipt of the list of names, the District will determine using its sole discretion the extent to which each individual will be granted access to Protected Student Data through the Infinite Campus system. Under no circumstance will an individual be granted greater access to Protected Student Data than what is legitimately necessary to effectively provide the services listed in Paragraph 1. The District retains the right to alter at any time and in its sole discretion the manner in which individuals providing services as [*Executive Director*] access Protected Student Data. No individual will be granted access to Protected Student Data unless the person has signed the form attached as Exhibit A and provided a copy to the principal of the building in which the individual will be providing services.
- e. The individuals providing services as [*Executive Director*] shall not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of Protected Student Data unless legitimately necessary to perform the services described in Paragraph 1. If any individual who has been granted access to data in accordance with this agreement has maintained copies or other reproductions of Protected Student Data for legitimate purposes, such copies or other reproductions must be destroyed within 30 days of the expiration of this Agreement.
- f. The District reserves the right to restrict, modify, or discontinue the use and maintenance of Protected Student Data authorized by this agreement for any reason. If the District exercises its sole discretion to restrict or cancel

access to data, Requesting Entity and/or its affected representatives shall destroy any copies or reproductions of data which they no longer have access in accordance with the time-frame and requirements of Paragraph 4(f) of this Agreement.

5. **Evaluation of Educational Programs Funded with [Executive Director] Funds.**

The Parties acknowledge that the services identified in Paragraph 1 are funded through the [FEDERALLY OR STATE]-funded [21st Century Community Schools Grant]. As a condition of receiving funds through the [21st Century Community Schools Grant], Requesting Entity must compile aggregate data related to the effectiveness of services funded by the grant and report the results to [GRANTOR]. Notwithstanding Paragraph 4, the following terms and conditions apply to the District's release of Protected Student Data to Requesting Entity for the purpose of evaluating the effectiveness of grant-funded services:

- a. **Authorized Representative.** The District designates Requesting Entity as its authorized representative for evaluating the effectiveness of [SPECIFICALLY DESCRIBE SERVICES/PROGRAMS FUNDED BY GRANT].
- b. **Records to be Disclosed.** The District shall disclose [ATTENDANCE, GRADES, GRADEBOOK, TRANSCRIPTS, TEST SCORES, BEHAVIOR AND SCHEDULES] to Requesting Entity for the purpose of evaluating [FEDERALLY OR STATE]-funded educational programs funded through the [21ST Century Community Schools Grant]. Requesting Entity has designated [EXECUTIVE DIRECTOR] as the individual who will conduct the evaluation and review the Protected Student Data disclosed pursuant to this Paragraph. Prior to being granted access to Protected Student Data, the individuals who will conduct the evaluation must review and sign the acknowledgement form attached to this Agreement as Exhibit B.
- c. **Scope of Access to Data for Evaluation.** Upon Requesting Entity's request, the District shall provide access to [ATTENDANCE, GREADES, GRADEBOOK, TRANSCRIPTS, TEST SCORES, BEHAVIOR AND SCHEDULES NEEDED FOR THE EVALUATION] to the individuals designated by Requesting Entity to evaluate the effectiveness of educational programs funded through the [21st Century Community Schools Grant]. Following Requesting Entity's request for access to the records and information described in this Paragraph, the District will determine using its sole discretion the most appropriate manner in which to grant access to the individuals who will conduct the evaluation. The records and information described in this Paragraph have been determined by the Parties to be necessary to properly conduct an evaluation of the effectiveness of

educational programs provided to students attending schools in the District and funded through the [21st Century Community Schools Grant]. In the course of evaluating the effectiveness of educational programs funded through the [21st Century Community Schools Grant] the District shall not provide any records or information other than those specified in this Paragraph.

- d. **Destruction of Data.** Requesting Entity must destroy any Protected Student Data provided by the District pursuant to Paragraphs 5(b) and 5(c) within 30 days of when such records and information are no longer needed for the purpose of conducting an evaluation of educational programs funded through the [21st Century Community Schools Grant]. Within 10 days of the destruction of Protected Student Data pursuant to this Paragraph, Requesting Entity must provide [Director of Assessment and Evaluation] with a sworn statement attesting to the fact that all Protected Student Data maintained by Requesting Entity and its representatives have been destroyed.
- e. **Results of Evaluation.** Requesting Entity shall not disclose any Protected Student Data when reporting the aggregate results of its evaluation to any third-party. Protected Student Data must be removed from all reports.

6. **Policies and Procedures to Protect Data.** In the event the District discloses Protected Student Data to Requesting Entity pursuant to Paragraph 5, the Parties agree to comply with the following policies and procedures to protect the privacy of Protected Student Data:

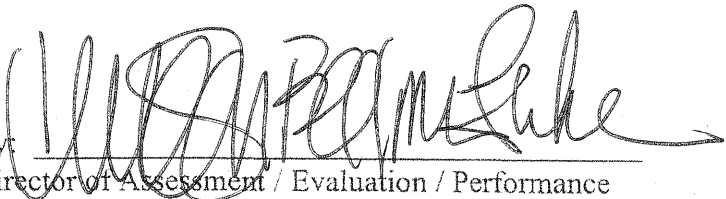
- a. Requesting Entity shall only use Protected Student Data to the extent reasonably necessary to carry out an evaluation of educational programs funded through [21st Century Community Schools Grant]. Requesting Entity is expressly prohibited from using Protected Student Data for any other purpose.
- b. Requesting Entity shall not disclose Protected Student Data except as specifically authorized by this Agreement. Prior to disclosing the aggregate results of its evaluation to any third party, Requesting Entity must submit the results to the District for its review and approval in order to ensure Requesting Entity will not disclose Protected Student Data to a third party.
- c. Requesting Entity shall develop its own policies, procedures, and systems to implement appropriate safeguards to protect the privacy of Protected Student Data. The District maintains the right to audit and monitor policies, procedures, and systems implemented by Requesting Entity.

- d. Prior to requesting data pursuant to this Agreement, Requesting Entity shall provide appropriate training to its employees, volunteers, and other representatives with respect to FERPA, the MGDPA, and how to protect personally identifiable information contained in education records.
  - e. Prior to requesting data pursuant to this Agreement, Requesting Entity shall implement appropriate disciplinary policies for employees, volunteers, and other representatives that violate FERPA and the MGDPA.
  - f. Requesting Entity and its employees, volunteers, and other representatives shall at all times comply with Federal and State laws governing data privacy, including but not limited to FERPA and the MGDPA.
7. **Redisclosure of Protected Student Data Prohibited.** In the course of performing the services described in Paragraph 1, the Parties agree that individuals providing services to the district as [*Executive Director/Evaluator*] shall not redisclose Protected Student Data to any representative of Requesting Entity not within the class of individuals identified in Paragraph 4(a) or any person or party other than a school official with a legitimate need to know the information unless disclosure is specifically permitted or required by law. In the event a parent or eligible student requests disclosure of Protected Student Data to a third party, Requesting Entity and its representatives shall direct the requesting parent or eligible student to the appropriate building principal, who will process each request to disclose Protected Student Data in accordance with applicable District policies and procedures. In the event Requesting Entity receives Protected Student Data for the purpose of conducting an evaluation as provided in Paragraph 5, Requesting Entity shall not disclose Protected Student Data to any third party, including employees or other individuals affiliated with Requesting Entity who are not involved in the evaluation, for any reason, including when reporting the aggregate results of the evaluation to [*GRANTOR*].
8. **Data Related to [*Grant*] Evaluations.** The Parties agree that data maintained by the District with respect to individuals who perform services on a voluntary basis for the District is defined as personnel data by the MGDPA, Minn. Stat. § 13.43. In the event Requesting Entity requests information from the District that is not classified as public data pursuant to Minn. Stat. § 13.43, subd. 2, Requesting Entity shall obtain a written consent of the subject of the data prior to requesting the data from the District.
9. **Term.** This agreement shall be valid from the date duly approved by both Parties through June 30, 2017. On July 1, 2017, this agreement shall terminate and the

District will terminate the ability of the individuals described in Paragraph 4(a) to access Protected Student Data.

10. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit 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. **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.
12. **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, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter.

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

DATE: 11.15.16  
10/11  
By:   
Director of Assessment / Evaluation / Performance

DATE: 9/29/16  
By: Jennifer Eddy  
Title: Executive Director - MWCS C  
Phone: 218-336-8860 x 8

DATE: \_\_\_\_\_  
By: \_\_\_\_\_  
School Board Chair, Duluth School District 709