

## **Educational Data Privacy Agreement**

### **Every Hand Joined**

This Agreement is entered into by and between Red Wing Public Schools (“the School District”) and Every Hand Joined.

#### **PREAMBLE**

The School District is a member of Every Hand Joined, a consortium of educational, non-profit, business and civic institutions with a common goal of increasing student achievement and well-being. It is the intent of Every Hand Joined to address a variety of student needs including, but not limited to, nutrition, mental/chemical health, family support, mentorship, tutoring, social/emotional support, preschool/early education, literacy and after-school programming. The ultimate goal of Every Hand Joined is to enhance student achievement and educational experience.

In order for Every Hand Joined to effectively serve students it will sometimes be necessary for the School District and Every Hand Joined to share private education data. Representatives or Contractors of Every Hand Joined receiving, maintaining, managing and sharing private educational data are required to comply with the requirements of this Agreement and all applicable Minnesota and federal laws pertaining to the receipt, disclosure and maintenance of educational records/data.

**THEREFORE**, the School District and Every Hand Joined 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

All private educational data received by Every Hand Joined from the District and that is thereafter stored, used, maintained, or disseminated by Representatives or Contractors of Every Hand Joined is subject to the requirements of the Minnesota Government Data Practices Act and all members of Every Hand Joined will comply with those requirements as if they were a government entity. 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.

Every Hand Joined understands that under this agreement it is acting as a party to whom the Red Wing Public School District has outsourced discrete institutional services or functions and for that limited purpose it is considered a “school official” under the Family Educational Rights and Privacy Act FERPA. Every Hand Joined acknowledges that all educational data/records obtained from the Red Wing Public Schools are subject to the direct control of the Red Wing Public Schools and that Every Hand Joined will abide by all lawful directives of the Red Wing Public Schools pertaining to the creation, collection, receipt, use, storage, dissemination and maintenance of educational data/records. Every Hand Joined acknowledges that it is subject to the requirements of 34 CFR § 99.33(a) governing the use and redisclosure of personally identifiable information from education records. Further, all of the data created, collected, received, stored, used, maintained, or disseminated by Every Hand Joined in performing its functions on behalf of the Red Wing Public Schools is subject to the requirements of the Minnesota Government Data Practices Act and that it will comply with the requirements Minnesota Government Data Practices Act as if it were a government entity.

Representatives and Contractors of Every Hand Joined receiving private data pursuant to this Agreement may only provide such data to employees or representatives of their organization who have a legitimate educational interest in the private educational data. Representatives or Contractors of Every Hand Joined who are provided private educational data by the School District pursuant to this Agreement are not permitted to disclose such data to another third party, unless a parent (or student over age 18) provides the School District with express written consent for a student’s private data to be disclosed by Every Hand Joined to another person or entity.

3. Confidentiality and Appropriate Safeguards

Every Hand Joined agrees to establish appropriate security safeguards for all private educational data received from the School District. Representatives and Contractors of Every Hand Joined 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 Every Hand Joined. To ensure the continued confidentiality and security of private educational data received, processed, stored, or transmitted under this Agreement, Representatives and Contractors of Every Hand Joined 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 Every Hand Joined 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 State and Federal 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.
- d. Procedures and systems that ensure that all confidential student data processed, stored, an/or transmitted under the provisions of this MOU shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- e. The procedures and systems developed and implemented to process, store, or transmit data provided under this MOU shall ensure that any and all disclosures of private student data comply with all applicable laws and regulations, including, but not limited to, provisions of the Family Educational Rights and Privacy Act (“FERPA”) and the Minnesota Government Data Practices Act.

Representatives and Contractors of Every Hand Joined 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 can only be disposed of in a manner consistent with the School District’s records retention policies.

Any Representative or Contractor of Every Hand Joined who knows or has reason to believe that a security breach has occurred and an unauthorized person has gained access to private educational data must immediately notify the School District of this concern. Furthermore, the Representative or Contractor of Every Hand Joined must take immediate, appropriate action to ensure that circumstances related to the breach of security is rectified and that the risk of further disclosure is eliminated or minimized.

#### 4. Mutual Indemnification

Each Party will indemnify, defend and hold harmless the other Party and each of their directors, officers, agents, and from and against any and all third-party liability, loss, damage, claim, and expense, including but not limited to reasonable attorneys’ fees and interest, which any of them at

any time sustain or incur arising from any act or omission of the responsible party, its directors, officers, or employees under this Agreement.

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, 2021. Either the School District or Every Hand Joined 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:

\_\_\_\_\_  
Karsten Anderson, Superintendent  
Red Wing Public Schools

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Executive Director  
Every Hand Joined

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

