

DATA SHARING AGREEMENT

Between

BUCYRUS CITY SCHOOL DISTRICT BOARD OF EDUCATION

And

UNITED WAY OF NORTH CENTRAL OHIO

WHEREAS, this Data Sharing Agreement ("DSA") is by and between the Bucyrus City School District Board of Education ("District"), and United Way of North Central Ohio ("United Way") together referred to as "Party" or "Parties," and is effective as of the last date of the signature shown below ("Effective Date");

WHEREAS, United Way and the District have entered into a Memorandum of Understanding ("MOU") in which the Parties partner to deliver various Intervention Programs in the schools of the District through a Community School Model; and

WHEREAS, the Parties need to conduct evaluation studies to determine whether the Intervention Programs utilized in the Community Schools are effective and resulting in higher academic achievement and are otherwise effectively meeting the goals and purposes outlined in the MOU; and

WHEREAS, the District wishes to share data from student education records which contain personally identifiable information ("PII") of District students ("Data") with identified employees of the United Way ("Data and Evaluation Team"), in accordance with the terms and conditions of this DSA and approved under the terms and conditions of the MOU; and

WHEREAS, federal regulations (specifically, in the Family Educational Rights and Privacy Act ("FERPA") at 34 C.F.R. § 99.31(a)(6) provide that a school district may disclose personally-identifiable information from student education records to organizations that are conducting studies for or on behalf of the school district without prior written consent from a student's parent/legal guardian if the disclosure is to enable a study for or on behalf of the school district to develop, validate or administer predictive tests, administer student aid programs or improve instruction; and

WHEREAS, the purpose of this DSA is to enable the Data and Evaluation Team to conduct a study or studies for or on behalf of the District to evaluate whether the Intervention Programs being implemented each year in the District's Community Schools specifically are effective, whether the Community School Model generally is effective and beneficial to students, families and their community and to otherwise conduct studies to develop, validate or administer predictive tests or administer student aid programs or improve instruction on behalf of the District in accordance with FERPA at 34 C.F.R. § 99.31(a)(6).

NOW, THEREFORE, the Parties, in consideration of mutual promise and obligations set forth here, the sufficiency of which is hereby acknowledged, and intending to be legally bound, agree as follows:

I. DEFINITIONS

Definitions in the MOU are applicable herein. If there is a definition in this document of a word or a term that is also defined in the MOU, the definition in the Data Sharing Agreement shall apply and prevail:

Anonymized Data refers to Data that cannot be linked back to an individual and, as such, are not useful for monitoring the progress and performance of individuals; however, such Data can be used for other research or training purposes.

Authorized Representative(s) shall mean any entity or person designated by a state or local educational authority or an agency headed by an official to conduct, with respect to federal or state supported education programs, any audit or evaluation, or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs, as defined by FERPA, 20 U.S.C. §1232g and its implementing regulations in 34 CFR Part 99, to receive and/or match Data, including PII, from an agency subject to FERPA.

Data shall mean the PII from student education records disclosed by the District to the Data and Evaluation Team for purposes of evaluation or study as referenced herein and which includes but may not necessarily be limited to attendance, grades, behavioral data, whether the student is identified under the Individuals with Disabilities Act or Section 504 of the Rehabilitation Act of 1973, English language learner (ELL) status, tracking of program participation and any other information necessary for the Data and Evaluation Team to evaluate the effectiveness and measure success of the Community School model generally and specific Intervention Programs identified in each individual Community School's "Community School Action Plan," which is approved annually. The District retains ultimate control over which categories of information is made accessible to the Data and Evaluation Team; and

De-identification of Data or De-Identified Data refers to the process of removing or obscuring any PII in a way that minimizes the risk of unintended disclosure of the identity of individuals and information about them. Specific steps and methods used to de-identify information may vary depending on the circumstances but should be appropriate to protect the confidentiality of the students and their families. While it may not be possible to remove the disclosure risk completely, de-identification is considered successful when there is no reasonable basis to believe that the remaining information provided through a single release or through a combination of multiple releases can be used to identify a student and their families. De-identified Data is the result of the De-identification of Data.

Personally Identifiable Information includes, but is not limited to (a) The student's name; (b) The name of the student's parent or other family members; (c) The address of the student or student's family; (d) A personal identifier, such as the student's social security number, student

number, or biometric record; (e) Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates, as defined by FERPA, 20 U.S.C. §1232g and its implementing regulations at 34 C.F.R. §99.3.

II. RESPONSIBILITIES OF DISTRICT

- A. Whenever the District transmits Data to the Data and Evaluation Team, the District shall do so in compliance with applicable federal and state law, expressly including, but not limited to FERPA.
- B. Except to the extent prohibited by applicable federal and state law, District shall comply fully with all provisions of the MOU.
- C. The District shall fully comply with all applicable federal and state laws.
- D. The District and the United Way agree that Data will be encrypted at rest and in motion, and any and all backups will be encrypted.

III. RESPONSIBILITIES OF UNITED WAY

- A. Serve as the identified individuals, specifically those assigned to the Data and Evaluation Team, to receive and match and/or analyze and evaluate personally identifiable information from student education records under the studies exception pursuant to FERPA in 20 U.S.C. §1232g(b)(1)(F) and 34 C.F.R. § 99.31(a)(6).
- B. The sharing of Data is either to develop, validate, or administer predictive tests, administer student aid programs, or improve instruction.
- C. For any Data sharing, the United Way agrees to store and access all Data obtained from the District on secure computers and in secure files to which access is restricted to an authorized person, namely those individuals assigned by United Way to the Data and Evaluation Team only, and in an area that is physically safe from unauthorized persons at all times.

- D. The United Way employees who are assigned to the Data and Evaluation Team have been fully trained and advised of the confidential nature of the Data and the safeguards required protecting the Data. Should another individual replace any current individual assigned to the Data and Evaluation Team, that individual shall be made aware of this DSA, the MOU and shall be fully trained and advised of the confidential nature of the education information and records and the safeguards required protecting the confidentiality of that information. All individuals on the Data and Evaluation Team shall sign a Non-Disclosure Agreement, which Non-Disclosure Agreement is attached to this DSA and identified as Attachment A.
- E. United Way will not store or transmit Data on a portable storage device, such as but not limited to, a USB flash drive, cell phone, portable laptop, external hard drive or through unencrypted e-mail with the exception of system backup tapes and files. System backup tapes and files will be encrypted to prevent Data loss.
- F. United Way has policies and procedures regarding Data security that protect against violations of federal and state law, when the Data is at rest and during transmission.
- G. United Way shall use the Data solely for the purpose approved by this DSA and the MOU.
- H. United Way shall retain the Data only until such time access to the Data is no longer necessary in order to complete the studies. After the completion of the studies, United Way shall either destroy the PII from the Data shared by the District or return the identifiable information to the District. United Way shall proceed according to the District's instructions, which shall include compliance with the District's approved retentions schedules.

IV. TRANSFER OF DATA FROM UNITED WAY TO DATA RECIPIENT

United Way shall only transfer electronically to any other Data recipient de-identified, anonymized files, and only via encrypted transmission.

V. UNITED WAY'S RIGHTS TO SHARE/RE-DISTRIBUTE THE DATA

United Way shall not distribute any Data submitted by the District other than as described in Section IV, above, without the District's written instruction and approval in conformance with FERPA and any other applicable law.

VI. MODIFICATION; ASSIGNMENT; ENTIRE AGREEMENT

This DSA may not be modified except by written agreement of the Parties. This DSA may not be assigned or transferred without either Party's prior written consent. Subject to the foregoing, this DSA will be binding upon and inure to the benefit of, and be enforceable by, the Parties and their successors and assigns. Notwithstanding anything to the contrary, each Party has the right to disclose the terms and conditions of this DSA to the extent necessary to establish rights or enforce obligations under this DSA.

VII. NO FURTHER OBLIGATIONS

The Parties do not intend that any agency or partnership relationship be created by this DSA. No Party has any obligation to provide any services using or incorporating the data unless the Participating Agencies agree and approves of this obligation under the terms of this DSA or the MOU. Nothing in this DSA obligates the Parties to enter into any further agreement or arrangements related to the disclosure of information or data.

VIII. COMPLIANCE WITH LAW; APPLICABLE LAW

The Parties agree to comply with all applicable federal and state laws and regulations in connection with this DSA. The Parties agree that this DSA shall be governed by the laws of the State of Ohio.

IX. TERM

The term of this DSA is from the Effective Date through June 30, 2031 (the "Project End Date"). A Party may terminate this DSA upon sixty (60) days' written notice to the other Party, provided, however, the District retains the right to terminate this DSA immediately if it determines United Way has failed to comply with the terms of the DSA. The terms of this DSA that by their nature are intended to survive termination will survive any such termination as to data provided, and performance of this DSA, prior to the date of termination, including Sections I through VIII.

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X. REPRESENTATIVES

The contacts for purposes of this Agreement are:

FOR SCHOOL DISTRICT:

Robert A. Britton, Superintendent
170 Plymouth St.
Bucyrus, OH 44820
(419)562-4045
rbritton@bucyrusschools.org

Date

FOR UNITED WAY:

Amber Wertman
Chief Executive Officer
198 East Center St.
Marion, OH 43302
(740) 383-3108

Date

IN WITNESS WHEREOF, the undersigned have executed this Data Sharing Agreement as of the Effective Date.

FOR SCHOOL DISTRICT:

Robert A. Britton, Superintendent
170 Plymouth St.
Bucyrus, OH 44820
(419)562-4045
rbritton@bucyrusschools.org

Date

FOR UNITED WAY:

Amber Wertman
Chief Executive Officer
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Date

ATTACHMENT A

NON-DISCLOSURE AGREEMENT