COMMUNITY BASED ORGANIZATION

DATA SHARING AGREEMENT

BETWEEN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(District)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(CBO)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Data Sharing Agreement (“DSA”) is entered into between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(district) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(CBO) (“Requestor”), a community-based organization that provides 21st Century Community Learning Center (CCLC) services to District students. This DSA has the following overriding goals:

1. Preserving the anonymity of student identities, including assurance that identifiable student data is not released to unauthorized third parties;
2. Enhancing the ability of the District and the Requestor to improve academic achievement for District students by allowing access to individual student records consistent with the requirements of the Family Educational Rights and Privacy Act (“FERPA”);
3. Accurately measuring the District and the Requestor’s progress toward improving student outcomes and indicators, and meeting set targets and other goals; and
4. Meeting USDOE federally required and Wisconsin Department of Public Instruction CCLC data requirements and expectations.

THEREFORE, THE DISTRICT AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AGREE AS FOLLOWS:

1. OBLIGATIONS OF REQUESTOR

The Requestor, representing all members of the organization, shall ensure the confidentiality of student data through the following methods:

1. The Requestor shall strictly comply with all state and federal laws that apply to the use and release of the data, including but not limited to FERPA and its regulations. When necessary to comply with FERPA, the Requestor shall procure the consent of parents or eligible students to the release and use of the data, and shall maintain and make written proof of parent or student consent available to the District.
2. The Requestor shall restrict access to the data only to (i) the person or persons who provide direct services to District students; (ii) the person or persons within the Requestor’s organization who have been tasked with analyzing the data and uploading the data to Cayen System’s AS21 (the DPI statewide data collection system); (iii) the person or persons contracted with the Department of Public Instruction (DPI) who have been tasked with analyzing the data using Cayen System’s AS21; and (iv) Cayen staff as needed for system operations. The requestor shall make all persons aware of, and agree to abide by, the terms set forth in this DSA.
3. The Requestor shall not release or otherwise reveal, directly or indirectly, the data to any individual, agency, entity, or third party not included in this DSA, unless such disclosure is required by law or court order.
4. The Requestor shall not use data shared under this DSA for any purpose other than the goals outlined in this DSA. Nothing in the DSA shall be construed to authorize Requestor to have access to additional data from the District that is not included in the scope of the DSA (or addenda). Requestor understands that the DSA does not convey ownership of the data to Requestor.
5. The Requestor shall take reasonable security precautions and protections to ensure that persons not authorized to view the data do not gain access to the data.
6. The Requestor shall report all known or suspected breaches of District data, in any format, to the District’s Data Reporting team immediately, but no later than twenty-four hours.
7. The Requestor shall securely and permanently destroy the data, and any and all hard and soft (electronic) copies thereof, two years after the completion of this DSA. Requestor agrees to require all employees, contractors, or agents of any kind using the District data to comply with this provision. Requestor agrees to document the methods used to destroy the data, and upon request, provide certification to the District that the data has been destroyed.
8. The Requestor has the right consistent with scientific standards, to present, publish, or use student results it has gained in the course of its analysis, but only if the publication, presentation, or use does not include personally identifiable information of parents, students, or teachers, and is outside the bounds of a research study. Should the Requestor use or collect data for the purpose of conducting a research study, Requestor will contact the district to gain approval separate from this agreement.
9. The Requestor acknowledges that any violation of this DSA and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for the District to immediately terminate this DSA.
10. OBLIGATIONS OF DISTRICT

During the term of this DSA, the District shall:

1. Prepare and deliver student demographic, academic, and behavioral data as defined in Appendix A - Data File Description.
2. TERM

This DSA will allow for the District to provide the Requestor with student demographic and academic data, as defined in Appendix A, for the 2021-2022 school year and historical academic data on records with the District. The DSA shall become effective on the date when the last party to sign has executed this DSA and shall remain in effect until December 31, 2022, unless terminated under the terms of Paragraph IV below.

IV. TERMINATION

The District may terminate this DSA, with 30 days written notice to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at any time, if terms of this agreement are violated or there are grave concerns about the ability to protect student data. In addition, District may terminate this DSA at any time if it determines such action is necessary for the health, safety or education of students or staff. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ may terminate this DSA, with 90 days written notice to the District, at any time, for any reason.

By signing below, each signatory represents that it has the authority to execute this DSA.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

District

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CBO

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

APPENDIX A:

DATA FILE DESCRIPTION

Files will be sent through a secure server automatically, once the student ID list and consent forms are submitted and data sharing agreement is signed by both parties.

|  |  |
| --- | --- |
| Student-Level Data Elements | |
| Demographics | Student ID  Last Name, First Name  Current School  Current Grade  DOB  Gender  Race/Ethnicity  ELL Status  Special Education Status |
| Grades | Unweighted GPA\* (current and prior year)  \*If GPA unavailable, ELA and mathematics grades for all terms (current and past year) |
| School Day Behavior | # of In-School Suspensions (current and past year)  \*If in-school suspensions not used by school, report 0. |
| Aggregate Level Data Elements | |
| Demographics | Free/Reduced Lunch Status\*  \*If required, CBO can provide names of students who attended CCLC program, and District will provide aggregate number eligible for Free/Reduced Lunch (non-student level) |

Affidavit of Nondisclosure

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization/Employer

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an employee of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represent that I am authorized to access the District’s data because I either provide direct services to District students or have been tasked with analyzing the data. I have been made aware of the governing Data Sharing Agreement between the District and my employer. As indicated by my signature below, I agree to abide by the Data Sharing Agreement’s terms, including agreeing to:

* Maintain confidentiality of student information and prevent disclosure, including complying with FERPA and its regulations;
* Not release or otherwise reveal, directly or indirectly, the data to any individual, agency, entity, or third party not included in the Data Sharing Agreement, unless such disclosure is required by law or court order;
* Take reasonable security precautions and protections to ensure that persons not authorized to view the data do not gain access to the data, as outlined in the Data Sharing Agreement;
* Not use the data for any purpose other than the goals outlined in the Data Sharing Agreement; and
* Report all known or suspected breaches of District data, in any format, to my employer.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date