

## **LEA Authorization for SLDS access to LEA Student Level Data**

This is an agreement between the state of North Dakota school \_\_\_\_\_ (LEA) \_\_\_\_\_ and the \_\_\_\_\_ (REA/CONTRACTOR). Each of LEA and REA is sometimes referred in this Agreement as "Party" and both are sometimes referred in this Agreement together as "Parties."

Whereas, LEA houses information including student, faculty, and institutional data regarding Kindergarten through postsecondary education in the ND Statewide Longitudinal Data System (SLDS); and

Whereas, these data may be made available to contractors in a manner consistent with the Family Educational Rights and Privacy Act of 1974 (FERPA); and

Whereas, the Contractor has been engaged to study and evaluate LEAs educational programs and conduct a feedback and services on behalf of LEA.

Now therefore, LEA and the Contractor agree as follows:

### **1. Authorized Representative**

\_\_\_\_\_ (REA/Contractor) is designated by the LEA as an authorized representative.

### **2. Purpose and Scope of Evaluation/Study**

District seeks to improve the LEA education outcomes, increase students' achievement, and increase success in postsecondary education and transitions from school to college and careers.

Student personally identifiable information (PII), including the data described in Paragraph 4 herein, will be disclosed to the REA continuously throughout the terms of this Agreement and will be used to measure current baselines, evaluate student progress and outcomes and improve instruction. The Contractor shall not use PII for any other purpose.

Student PII may be disclosed to the REA through the SLDS. Only PII specific to the student population of the LEA will be disclosed to the REA.

The Contractor shall identify areas of success and gaps in achievement and make recommendations to the LEA at least annually.

In addition, Contractor shall identify methods and strategies to sustain improvements over time.

### **3. Confidential Student Information**

- a. The Contractor will be given access to confidential student information for the limited purpose of auditing and evaluating educational programs. The Contractor understands and agrees that any unauthorized disclosure of confidential student information is illegal as provided in the Family Education Rights and Privacy Act of

1974 (FERPA) and in the implementing federal regulations found in 34 CFR, Part 99. The Contractor agrees to protect PII from education records, including any personal characteristics of a student that could make the student's identity traceable by using a minimum confidentiality  $n$  of 10. Any data sets or output reports that the Contractor, or its authorized agents, may generate using confidential data must be de-identified. The Contractor agrees that any data analysis or report will not be disclosed to any party except LEA without the consent of LEA.

- b. The Contractor agrees that only the following persons employed by the REA will have access to the data:

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- c. LEA has the right to monitor individuals' access to the data and Contractor's policies and methods for ensuring proper protection of PII. LEA may terminate an individuals' access for non-compliance with the terms and conditions of this Agreement or FERPA.
- d. The Contractor agrees access to the data shall be limited to the amount of time reasonably necessary to complete the study or evaluation and that, within 30 days of the completion of the study or evaluation, the Contractor shall destroy the data, pursuant to Paragraph 8 and as required under FERPA regulations, namely 34 CFR Section 99.35(b)(2).
- e. The Contractor shall maintain all PII from education records received from SLDS separate from all other data files on a secure password protected computer and may not provide copies or extracts of the PII data to employees or subcontractors not associated with the audit and evaluation.
- f. The Contractor may not disclose data summaries based on PII from educational records or otherwise release data or reports relating to any individual student.
- g. The Contractor may not disclose high school feedback data summaries based on PII from educational records or otherwise release data or reports relating to any group or category of student without ensuring the confidentiality of students in that group. Any publication or report based on PII from educational records may include only aggregate summaries and no personally identifiable information or other information that could lead to the identification of any student.
- h. The Contractor shall provide LEA a copy of the final versions of all reports and related documents prepared using LEA's data at least 30 days prior to any publication using the data. LEA reserves the right to distribute and otherwise utilize any final reports and related documents as it wishes, in whole or in part.
- i. LEA reserves the right to use, make copies of and distribute the final version of reports created by Contractor based on education records in the SLDS.

4. **Specific Data to be disclosed by LEA to Contractor:** LEA shall provide Contractor the following types of data for students attending LEA educational institutions from **[DATE]** through the end of this Agreement:

- a. Student demographic information;
- b. Assessment scores;
- c. Student program participation;
- d. Student course schedules and grades received;
- e. Instructor course assignments and association with students;
- f. Student attendance data;
- g. Time to completion of high school and postsecondary programs;
- h. Remedial or developmental courses enrolled at the postsecondary level;
- i. Access to academic and CTE programs; and
- j. Access to and participation in support programs;

**5. Reporting**

The Contractor shall provide LEA with periodic status reports outlining the progress of the study and evaluation at least once a year.

**6. Data Breach**

In the event of lost data, the Contractor shall notify the LEA within forty-eight hours (48) after discovery of the loss.

In the event of a data breach including disclosure or access of PII by an unauthorized individual, the Contractor shall notify the LEA within forty-eight (48) hours after discovery of the breach.

In either event, the Contractor shall cooperate with the LEA or SLDS in investigating the breach and in taking steps to remedy the breach.

LEA shall determine whether notice of the breach is to be provided to any individuals or enforcement agencies. Contractor shall not inform any individual who is subject of the breached information without express consent from LEA.

In all events, LEA and Contractor agree to use its best efforts to prevent a recurrence of the breach.

**7. Termination**

Either LEA or the Contractor may terminate this Agreement with ten (10) days' notice.

**8. Data Destruction**

Upon termination or other conclusion of this Agreement, Contractor shall destroy all student PII in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of the student's PII that was obtained through the SLDS. Contractor shall, in writing, notify the LEA when information has been destroyed and describe the methods used to ensure proper destruction of the data. Contractor shall destroy the information no later than thirty (30) days following completion of this Agreement.

**9. Entire Agreement**

This Agreement and attachments to the Agreement constitute the entire agreement between the parties. No modifications, alterations, changes, or waiver to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

**10. Notice**

Absent notice to the contrary in writing, all communications to LEA shall be sent to:

Superintendent \_\_\_\_\_  
Address 1 \_\_\_\_\_  
Address 2 \_\_\_\_\_

Absent notice to the contrary in writing, all communications to the Contractor shall be sent to:

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

**11. Assignment**

The rights, duties, obligations and interests of the parties set out in this Agreement may not be assigned or transferred.

**12. Personal Liability**

Nothing in this Agreement may be construed to create any personal liability on the part of any officer or agent of either party to this Agreement.

**13. Continuing Privacy and Security Obligation**

The parties' rights and obligations under Sections 3, 6, and 8 shall survive the termination of this agreement.

IN WITNESS OF THIS, the LEA and Contractor have executed this agreement through their authorized representatives to be effective this \_\_\_\_\_ day of Month, Year and to end upon the earlier of the conclusion of the audit and evaluation or termination under Section 9.

**LEA**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**REA/Contractor**

\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_