



Norwalk Public Schools

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125 East Avenue, PO BOX 6001

Norwalk, CT 06852-6001

Norwalk Public Schools Data Sharing Agreement

This Data Sharing Agreement (hereinafter “Agreement”) expresses the terms and conditions under which the Norwalk Public Schools (the “District”) will share certain student information with _____ the “Agency” and together with the District, the “Parties”) in connection with the District’s efforts to provide support for its students.

WHEREAS, in collaboration with the District, Agency offers and facilitates opportunities and programs which provide support for students enrolled in the District and which promote important educational outcomes;

WHEREAS, the District and Agency aim to implement, and to improve, evidence-based strategies to support the District’s students;

WHEREAS, the District and Agency agree that the use of such support programs to advance educational outcomes is an important District function;

WHEREAS, the Parties are committed to protecting student privacy and data security consistent with the requirements of Conn. Gen. Stat. § 10-234aa *et seq.* (hereinafter “CT Student Data Law”) and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time, (hereinafter “FERPA”);

WHEREAS, FERPA Regulation 34 C.F.R. § 99.31(a)(1)(i) permits the disclosure of personally identifiable student information (hereinafter “PII”), without parental consent to school officials, including contractors who are deemed by the District to have a legitimate educational interest in access to such PII;

NOW THEREFORE, the Parties agree as follows:

I. Purpose and Principles

- A. Agency will, on behalf of the District, develop and implement programming which provide support to the District’s students which promote educational outcomes.
- B. The Parties agree that the Agency will have access to certain PII and student information, student records and student-generated content, as those terms are

defined by the CT Student Data Law (collectively, “student data”) and specified in Section III.A. of this Agreement, from the District, as determined by the District, in order to support the efforts of the District and the Agency to develop and implement programming which provide support to the District’s students.

- C. The District has determined that Agency has a legitimate educational interest to access PII and student data and has approved Agency to conduct the following activities on its behalf: _____
- D. Each Party agrees to ensure that its organization acts in compliance with the CT Student Data Law and FERPA with respect to the District’s student data disclosed to Agency pursuant to this Agreement.
- E. The Parties acknowledge and agree that any disclosure of PII by the District, is being done pursuant to FERPA Regulation § 99.31(a)(1)(i), and that Agency is: (i) an entity to which the District has outsourced institutional services; (ii) under direct control of the District with respect to the provision of such services; and (iii) subject to the requirements of FERPA Regulation § 99.33(a) with respect to the use of PII and the limitations on any further re-disclosure of PII.

II. Agency Responsibilities and Obligations

Agency acknowledges and agrees that:

- A. Ownership of Data. Student data is not the property of or under the control of Agency.
- B. Deletion of Data. The District may request that Agency delete student data in Agency’s possession that is not (1) otherwise prohibited from deletion or required to be retained under state or federal law, or (2) stored as a copy as part of a disaster recovery storage system and that is (a) inaccessible to the public, and (b) unable to be used in the normal course of business by Agency, provided the Board may request the deletion of any such student data if such copy has been used by Agency to repopulate accessible data following a disaster recovery. Agency shall promptly comply with any valid written request made by the District to delete any student data in its possession.
- C. Limitations on Data Usage. Agency shall not knowingly (i) use student data for any purposes other than those authorized pursuant to this Agreement, namely the purposes described in the WHEREAS clauses and Article I, (ii) use student data to engage in targeted advertising as defined under the CT Student Data Law, or (iii) sell, rent or trade student data.

D. Review of Data. Agency shall support the District in its efforts to coordinate, respond to, and comply with any request by a student, parent, or guardian to review, correct and/or delete any PII that has been shared with Agency under this Agreement.

E. Data Security. Agency shall take actions designed to protect student data from unauthorized access, destruction, use, modification or disclosure, including:

1. All PII stored on Agency servers shall be password-protected;
2. All electronic use of PII shall be performed on password-protected devices;
3. Printed data and all external electronic storage devices containing PII shall be kept in a locked cabinet in the Agency office; and
4. Compliance with any other requirements of CT Student Data Law, as applicable.

F. Breach of Security. Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of student data, Agency shall provide the District with written notice of such breach without unreasonable delay, and in no event later than 30 days from discovery, by contacting the District's Superintendent of Schools. The written notice of breach shall include the following information, to the extent known by Agency: (i) date and time of the breach; (ii) names of students whose data was affected by the breach; (iii) nature and type of student data affected by the breach; and (iv) nature and extent of the breach. In such an event, Agency shall also take necessary steps to restore the integrity of its data system.

G. Destruction of Data. Agency shall not retain, and the District shall not otherwise make available to Agency, student data upon the District ceasing to partner with the Agency or any other termination of this Agreement unless a student, or parent or legal guardian of a student independently chooses to establish or maintain an electronic account with Agency for the purpose of storing student-generated content, if Agency makes such option available. Notwithstanding the foregoing or any other provision of this Agreement, consistent with FERPA Regulation 34 C.F.R. § 99.31(b) and the requirements thereunder and the CT Student Data Law, the parties agree that, Agency is not required to destroy or return de-identified student records and information (hereinafter "de-identified data"), and that Agency may retain and use such de-identified data for research purposes in support of public education, student achievement, and evidence-based programming.

H. Limitation on Access and Disclosure. Agency shall only disclose student data received from the District in accordance with this Section H.

1. *Persons Affiliated with Agency*. Agency shall only provide access to student data to Agency persons providing direct services to the District or other Agency persons who have a legitimate interest in accessing the data for purposes of helping to administer programming for and otherwise support the District's students. Agency persons shall

mean Agency employees, Directors, Officers, consultants, and/or advisors who have signed a confidentiality agreement consistent with this Agreement.

2. *District Partners.* Each agency partnering with the District will only have access to student data provided by the District, unless otherwise permitted by the District. Agency shall be permitted to share student data with the below-listed agency partners of the District, each of which has been designated as a school official and has been identified as having a legitimate educational interest in the student data shared with the Agency pursuant to this Agreement because of its role in providing support services on behalf of the District to District students, to, and only to the extent necessary to, coordinate support services on behalf of the District to a District student. The agency partners to which the disclosure of student data is permitted under this Agreement are expressly limited to the following partner agencies:

[List qualifying agencies: to qualify, the agency should have been a party to the same Data Sharing Agreement and be determined by the District to have a legitimate interest in the student data. The District must record both the identity of the agencies authorized under this section and the legitimate educational interest of the agency in the information, and it must maintain such record in the affected Student files (we would be happy to provide a form to use, if that would be helpful).]

3. *Third Parties.* Agency shall not knowingly disclose student data to any third parties (other than an agency partner in compliance with Paragraph 2 above) except as expressly permitted under the CT Student Data Law and FERPA, or with the express written permission of a parent or eligible student.
4. *Data Analyses.* Agency shall not report PII in any analyses shared publicly; only aggregate, de-identified data will be reported publicly as part of the Agency.

III. Norwalk Public Schools Responsibilities and Obligations

The District acknowledges and agrees that:

- A. Covered Data.
 1. The District shall provide to Agency student data necessary for purposes outlined herein and desired by the District, including, but not limited to _____ . The Parties shall evaluate and make adjustments to the type and nature of the student data provided over time based on the evolving needs and interests of the District and the Agency, provided however, that the final decision regarding the nature of student data to be provided to Agency shall rest with the District.
 2. The District and Agency may develop and share new and/or unique data elements intended to assist with the Parties' efforts to support the implementation of, and assess

the impact of, strategies and programs employed by the Parties pursuant to this Agreement.

3. To the extent that the District and Agency materially alter the data elements to be collected during the term of this Agreement, the District and Agency shall execute an Addendum to this Agreement, which shall identify any such new data elements to be collected. The District shall be responsible for complying with the notification requirements of the CT Student Data Law in the event that an Addendum is executed in accordance with this Paragraph.

B. Student Data Security & Confidentiality.

1. The District shall transfer student data to Agency by secure means.
2. The District shall be responsible for determining which types of data the Agency shall receive, ensuring that the access to data corresponds with the Agency's legitimate educational interest to view such data consistent with FERPA.
3. The District shall ensure that the Agency is made aware of any changes in its policies concerning the confidentiality of and access to student records and/or data.

C. Required Notices and Records.

1. FERPA Annual Notification. As required under FERPA, the District shall annually notify eligible students of their rights under FERPA, including, without limitation, information about the District's definitions of the terms "school official" and "legitimate educational interest." the District shall ensure that said definitions are sufficient to authorize Agency to conduct the activities set forth herein on the District's behalf.
2. FERPA Disclosure and Re-Disclosure Records. As required under FERPA, the District shall maintain a record of individuals, agencies or organizations that have requested or obtained access to a student's educational record (as defined under FERPA) and a record of permissible re-disclosures, to the extent each is required by FERPA.

- D. Cessation of Disclosure. The District shall not make student data available to Agency upon the District ceasing to partner with the Agency or any other termination of this Agreement.

V. Miscellaneous.

- A. Governing Law; Resolution of Disputes. The rights and duties of the Parties, and any disputes arising from or relating to this Agreement, including its formation and validity, shall be governed by the laws of the State of Connecticut.

- B. Transferability. No part of this Agreement shall be assigned or subcontracted without the prior written approval of each Party.
- C. Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes any prior oral or written agreement among the Parties regarding its subject matter. This Agreement may be changed, amended, or superseded only upon an agreement in writing executed by both Parties hereto.
- D. Severability. If any provision of this Agreement or the application of the Agreement is held invalid by a court of competent jurisdiction, the invalidity does affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application.
- E. Term; Termination; Survivability. This Agreement will become effective immediately upon signature and shall remain in effect until terminated by either Party upon 60 days' prior written notice. A Party may also terminate this Agreement immediately upon written notice for good cause, including failure by the other Party to cure a breach of this Agreement within 10 business days of written notice of such breach. The provisions regarding confidentiality and destruction of PII will survive termination or expiration of this Agreement.
- F. Representations; Warranties. Each Party represents and warrants that it has all necessary power and authority to enter into this Agreement, and that the person signing below on behalf of its entity has the authority to sign this Agreement and thereby bind the Party to this Agreement.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties, by their duly authorized agents, have executed this Agreement as of the date set forth below.

NORWALK PUBLIC SCHOOLS

BY: _____

Date

Assistant Superintendent of Digital Learning & Innovations
Norwalk Public Schools
Norwalk, Connecticut

BY: _____

Date

Name:
Title: