

**DATA SHARING AGREEMENT  
BETWEEN  
NATOMAS UNIFIED SCHOOL DISTRICT  
AND**

This Data Sharing Agreement (“Agreement”) is entered into as of \_\_\_\_\_, 2024, by and between the Natomas Unified School District (“District”) and \_\_\_\_\_ (“Consultant”). District and Consultant may each be referred to as “Party” or together as the “Parties” in this Agreement.

**RECITALS**

- A. **WHEREAS**, Consultant wishes to access certain student data and related information collected or maintained by District (“District Data”) for the purpose of \_\_\_\_\_ (the “Study”); and
- B. **WHEREAS**, Consultant is willing to undertake the Study and utilize the District Data in strict accordance with all applicable laws and regulations governing student data privacy, and is further willing to share results of the Study with the District at no charge; and
- C. **WHEREAS**, the District, in acknowledging that the results of the Study may benefit District students by improving instruction and student achievement, is willing to share certain District Data specified hereunder with Consultant; and
- D. **WHEREAS**, the Parties now desire to enter into this Agreement setting forth the terms and conditions pursuant to which the District will share certain District Data with Consultant, subject to the terms and conditions set forth herein.

**AGREEMENT**

**NOW, THEREFORE**, the Parties agree as follows:

- 1. Purpose. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the District will grant Consultant access to certain District Data as identified hereunder, for the sole purpose of permitting Consultant to conduct the Study, in compliance with all applicable state and federal laws, regulations, and District policies governing student data privacy.
- 2. Applicable Law. The Parties agree that all processing, storing, transfer, transmittal, sharing and use of District Data under this Agreement shall comply with the requirements for maintaining the privacy of student records including, but not limited to Education Code section 49060 *et seq.*, the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g; 34 CFR Part 99, as amended), District policies regarding the protection and confidentiality of District Data, and other state and federal laws and regulations regarding educational records, student data privacy, and confidentiality (“Law”), and further agree to

adhere to the requirements of such laws and regulations in carrying out their responsibilities under this Agreement.

3. District Data.

- a. District will share, only as necessary for the performance of the Study, District Data related to student performance, including grades and test scores, [INSERT ANY OTHER APPLICABLE DATA] collected or maintained by the District and/or obtained from a third party.
- b. District Data to be shared with Consultant will, prior to release to Consultant, be de-identified so as to protect against disclosure of any personally identifiable information (“PII”), as defined in applicable Law, and to prevent any such PII from being traced back to a specific student or parent/guardian. District will be responsible for de-identifying such District Data in accordance with FERPA and other applicable Law prior to Consultant’s review and use of the same.
- c. De-identified District Data will be transferred to Consultant for review via [DESCRIBE PROCESS FOR TRANSFERRING DATA]
- d. The Parties agree that no District Data will be physically or electronically copied or otherwise transferred to Consultant without express written permission from the District.
- e. Consultant is permitted to review and reference anonymized District Data obtained during visits to District site(s), pursuant to the terms included herein.
- f. All District Data shared with Consultant remains the property of the District.

4. Confidentiality of District Data.

- a. Consultant will maintain the confidentiality of any and all District Data to which District has granted Consultant access under this Agreement and will use such District Data only for the purpose of conducting the Study as set forth in this Agreement.
- b. Consultant shall not release or share District Data with any third party without prior written permission from District and shall take all precautions necessary to protect District Data from inadvertent disclosure to any third party.
- c. To ensure the continued confidentiality and security of the District Data processed, stored, transferred, shared, or transmitted under this Agreement, the Parties shall establish safeguards, procedures and/or measures as needed to:
  - i. Ensure that all District Data processed, stored, transferred, shared, and/or transmitted under this Agreement is maintained in a secure manner that

prevents the interception, diversion, or other unauthorized access to said District Data.

- ii. Ensure that access to District Data is limited to personnel who are authorized to have such access under this Agreement.
    - iii. Ensure that access to any PII included in the District Data shall be restricted to those individuals with a legitimate educational interest and need for access in order to carry out the purposes set forth above in this Agreement, as set forth in Law.
  - d. The confidentiality requirements under this Section shall survive the termination or expiration of this Agreement or any subsequent agreement intended to supersede this Agreement.
5. Data Breach Procedures. Should Consultant inadvertently disclose PII and/or other District Data to any third party, Consultant will promptly notify the District, in no event more than two (2) business days, after Consultant becomes aware of any suspected or actual breach or incident. The District will promptly investigate the incident and will take any corrective action necessary to remedy any breach or security incident, which remedies may include termination of this Agreement. Consultant further agrees to immediately return or destroy any retained copies of District Data at the District's request.
  6. Media or Public Statements. Consultant agrees not to make any media or public statements about the Study, including the fact that the Study is taking place, without the express written consent of the District. Consultant further agrees not to release or publish any articles, reports, papers, or other publications derived from District Data disclosed to Consultant as part of this Agreement without the express written consent of the District.
  7. Indemnity. Each Party agrees to defend, indemnify, and hold harmless the other Party, its officers, employees, agents, governing board, and members of its governing board, harmless from and against any liability, loss, expense (including attorneys' fees), or claims of injury or damages arising out of the indemnifying Party's performance of the terms of this Agreement, including but not limited to claims arising from or related to the inadvertent or unauthorized disclosure of District Data, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, and/or its officers, employees, or agents.
  8. Insurance. Without limitation of any indemnification obligations set forth in this Agreement, each Party shall be self-insured or maintain an insurance policy with sufficient coverage and limits to cover claims arising out of or related to this Agreement. Each Party shall provide documentation to the other Party verifying such coverage and limits upon written request.

9. Destruction or Return of District Data. All District Data received by Consultant under this Agreement shall be destroyed or returned to District when it is no longer needed for the Study and no later than [REDACTED] years after the District Data is first received.

10. Term; Termination.

- a. This Agreement will terminate on [REDACTED], unless earlier terminated as provided herein, or renewed in writing by the Parties.
- b. This Agreement may be terminated by either Party at any time, for any reason, by written notice to the other Party. At the time of termination, Consultant will return any District Data to District or destroy the same, as requested by District.

11. Notices. Any notice, demand, approval, consent, or other communication between the Parties will be provided to the following addressees:

To District:

Natomas Unified School District  
1901 Arena Blvd.  
Sacramento 95834-1905  
Attention: [REDACTED]  
Email: [REDACTED]

To Consultant:

[FILL]

Notice may be provided by personal service, regular mail, certified mail, overnight mail with proof of delivery, facsimile with proof of transmission, or by email provided receipt is acknowledged. By written notice to the other, either Party may change its mailing address or correspondence information.

12. No Partnership. Consultant and District are not partners and nothing herein contained shall be construed to create a partnership or joint venture in any sense.

13. No Assignment. Neither Party shall not assign its rights or privileges under this Agreement, or any interest therein, and shall not attempt to confer any of its privileges under this Agreement to any third party.

14. Amendments. This Agreement may be modified or amended only with the written consent of both Parties.

15. Governing Law; Venue. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of

California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Sacramento County, subject to any transfer of venue as required by law.

16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no prior agreement, statement, promise, or representation made by any party, employee, officer, or agent which is not contained herein shall be binding or valid.
17. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate pages. A copy, or an original, with all signatures appended together shall be deemed a fully executed agreement. Signatures transmitted by facsimile shall be deemed original signatures.
18. Warrant of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such Party is legally authorized and entitled to enter into this Agreement

**NOW THEREFORE**, the Parties hereto, by their signatures below, enter this Agreement as of the latest date signed below.

\_\_\_\_\_  
Name, Title  
Natomas Unified School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title  
Consultant

\_\_\_\_\_  
Date