AGREEMENT
Between
SCHOOL DISTRICT
And
AGENCY
Regarding
DATA SHARING FOR RESEARCH STUDIES

This Agreement (the "Agreement") regarding data sharing for research studies for the [school district] is entered into by and between the [school district] (the "District") and the [research/evaluation agency] ("agency").

PURPOSES AND INTENDED USE OF DATA SHARING

The purposes of this Agreement are to:

- Establish the mutually agreed-upon working relationship between the District and [AGENCY];
- Confirm the District believes [AGENCY] has a legitimate educational interest in designated information contained in pupil and teacher/staff records;
- Identify research studies that are mutually agreed upon that the [AGENCY] will perform for and on behalf of the District for legitimate educational purposes and specifically to improve professional development for staff, teaching practices and student-based interventions, and student outcomes;
- Authorize the release of specified personally identifiable student information to [AGENCY] as a designated school district official of the District, as identified in Wisconsin Statute§ 118.125, and solely for [AGENCY] to use in conducting the research studies for the District as a part of the [project/grant] and
- Protect against unauthorized access to and disclosure of personally identifiable information.

The intended uses of this Agreement are to:

- Facilitate sharing of the District's teacher/staff, parents/caregivers and student-level data with [AGENCY] for analysis by the [researchers] to provide results that can be used for the continuous improvement of the practices at the District and community partners of the [project/grant] to

achieve shared community goals, including:

- Provide targeted support to District staff, teachers, parents/caregivers and students;
- Track in rapid-time teacher/staff professional learning outcomes, social emotional professional learning needs and school climate, parent/caregiver social emotional learning outcomes, and student social and emotional health, attendance, and disciplinary referrals;
- Develop and improve teacher/staff professional learning, parent/caregiver and student interventions by the District and [project/grant] partners aimed at moving community-level outcomes;
- Identify and recruit teachers/staff, parents/caregivers and students into professional learning programs that will benefit their social and emotional competence and health; and
- Other mutually agreed upon goals.

AGREEMENT

1. Personally Identifiable Information. As used in this Agreement, "Personally Identifiable Information" or "Personally Identifiable Student Information" means that student information identified as such in the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Sec. 1232g, and specifically in the definition of "Personally Identifiable Information" in 34 C.F.R. § 99.3.

2. Research Studies to Improve Instruction.

2.1 [AGENCY] will partner with the District to perform research for and on behalf of the District in conjunction with [project/grant], a community-based behavioral health improvement initiative, on a mutually agreed-upon schedule and set of metrics determined by mutual consent by [AGENCY] and the District.

2.2 [AGENCY] and the District will produce and provide the research on a mutually agreed upon schedule and set of metrics so the District may assess how it may better serve its students through improved instruction and other educational strategies.

2.3 The research analysis [AGENCY] will provide to the District will primarily focus on long-term measurements of progress related to teacher/staff outcomes from professional learning on social emotional health and to student social and emotional health, attendance, and behavioral conduct outcomes. [AGENCY] will provide that analysis to the District for a mutually agreed upon set of metrics and timetable to inform instructional and [project/grant] community partner strategies for improving educational outcomes in the District. [AGENCY] will provide analyses that are mutually agreed upon by both parties to be useful to the District in informing professional learning practices and education policies and practices, such as cohort analyses of student growth over time and regional and comparative analysis of the District with other school districts participating in [project/grant]. Resources required for the analyses will be funded by mutual agreement and may include District and [project/grant] funds.

3. Data Sharing.

3.1 To assess progress and the educational policies and practices in the District, the District will share designated raw data files and fields with [AGENCY]. The specific minimum data points to be provided will be determined by mutual agreement of the parties in this Agreement. [AGENCY] may request other data elements depending on the nature of the questions mutually agreed upon to be addressed by [AGENCY]. Additional data elements may be added as addenda to this Agreement, where there is mutual agreement on the data elements needed/required by both parties.

3.2 The District will provide [AGENCY] the data identified herein beginning with data for the [20xx-20xx] school year, as available to the District, and thereafter on or around the second week of July annually through data for the [20xx-20xx] school year. The development of data analysis and the delivery of reports for the data supplied by the District will be determined through a mutually agreed-upon schedule by [AGENCY] and the District.

3.3 The District will provide the following student-level data to [AGENCY]:

3.3.2 Student's grade level in the academic school year

3.3.3 Demographic information, including the student's:

3.3.3.1 Gender

3.3.3.2 Age

3.3.3.3 Race (categories as determined by [AGENCY] and as available from District data)

3.3.3.4 Ethnicity (Hispanic/non-Hispanic)

3.3.4 Unique school identifier(s) and name of the school(s) attended by the student in the relevant school year, including the student's enrollment and withdrawal dates at each school

3.3.5 Attendance, including membership days, attendance days, excused and unexcused absences, and Attendance percentage for each school attended during the relevant school year.

3.3.6 Discipline/behavioral incident, including expulsion and suspension (with designation of suspensions by in-school and out-of-school, if data is available). Disciplinary referrals to be provided will include those incurred for "violent and/or disruptive" behaviors as defined by [AGENCY] in conjunction with District staff. Discipline/behavioral incident data will include unique scrambled IDs for individual students for matching with [survey] data.

3.3.7 Student climate survey data, including student-level responses to the climate survey(s) used by the District

3.3.8 Student Panorama Social Emotional Assessment data including unique scrambled student ID's (created by District staff) for matching with Discipline/behavioral incident data.

3.4 The District will provide the following staff data to [AGENCY] (no identifiers included for climate survey. Unique identifiers included for Teacher Survey to match pre and post survey):

3.4.1 Staff climate survey data

3.4.2 Teacher Survey conducted in the fall and spring of each school year.

3.4.3 District-level data (or reports) on teacher usage of [program], to include number of teachers who logged into [program] system, number of teachers who implemented [program], how many days teachers implemented [program], and how many minutes per day teachers implemented [program]

3.5 The District will provide the following parent data to [AGENCY] (no identifiers):

3.5.1 Parent climate survey data collected by District

3.6 The District will provide data definitions for the following data points so that [AGENCY] can ensure consistency in its analysis:

3.6.1 Attendance: The District will provide its definition of "absence," to include definitions of "excused" and "unexcused" for elementary, middle, and high school students

3.6.2 Suspensions: The District will provide its nomenclature and definitions of "out-of-school suspension" and "in-school suspension"

3.6.3 Withdrawal: The District will provide its definition for identifying a student as "withdrawn" or "exited" from a school or the District

3.6.4 Disciplinary Referrals: The District will provide its nomenclature and definitions for disciplinary "event types" and "response types."

3.6.5 Other student and staff information as appropriate to the purposes as defined in this agreement

4. Data Security and Protection of Privacy. To effect the transfer of data and information that is subject to federal and state confidentiality laws and to ensure that the required confidentiality of Personally Identifiable Information shall always be maintained, [AGENCY] agrees to the following in compliance with FERPA in general, and 34
C.F.R. § 99.31(a)(6) specifically:

4.1 [AGENCY] will comply with the provisions of FERPA, Wisconsin's Pupil Records Laws, other applicable laws regarding student information and records, and applicable District policies. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student record information in a manner not allowed under federal or state law or regulation or District policies.

4.2 Method of transfer. To ensure security of data provided by the District, all data will be encrypted and moved via physical media (ex: USB drive, CD or DVD) or secure FTP. No Personally Identifiable Information will be transferred to [AGENCY] or (where the [AGENCY] researchers are located) via email. The method of data transfer will be determined through mutual agreement of [AGENCY] and the District. All data will be secured on password- protected [AGENCY] computers in locked offices at the [location].

4.3 For purposes of this Agreement and ensuring [AGENCY]'s compliance with the terms of this Agreement and all application of state and federal laws, [AGENCY] designates [researcher] (or an alternative designee specified in writing) the temporary custodians of the data that the District shares with [AGENCY]. The District will release all data and information under this

Agreement to the named temporary custodians. [AGENCY]'s temporary custodians shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to the Agreement, including confirmation of the return or destruction of data as described below. The District or its agents may, upon request, review the records [AGENCY] is required to keep under this Agreement. The District designates the [District Executive] (or an alternative designee specified in writing) as its liaison for all communications with [AGENCY] regarding this Agreement.

4.4 [AGENCY] will use Personally Identifiable Information shared under this Agreement for no purpose other than to meet the purposes of the research studies identified in this Agreement.

4.5 [AGENCY] and the District may hire and contract with employees, contractors, and agents of any kind to assist [AGENCY] and the District in carrying out the research studies identified in this Agreement, including contracting with third parties to conduct data analysis on behalf of [AGENCY] and the District. [AGENCY], with approval of the District by written designation of the Executive Director of Assessment and Accountability may disclose Personally Identifiable Information to such persons solely for purposes of the research studies. [AGENCY] will require all employees, contractors, and agents to comply with this Agreement and all applicable provisions of FERPA, Wisconsin's Pupil Records Law, other laws and regulations and District policies with respect to the data and information shared under this Agreement.

4.6 [AGENCY] will conduct the research studies in a manner that does not permit personal identification of students or parents or staff by anyone other than the District and representatives of [AGENCY] for purposes of the research studies.

4.7 [AGENCY] will not disclose Personally Identifiable Information produced to it under this Agreement in any manner that could identify any individual student or parent or guardian, except as authorized by FERPA, Wisconsin's Pupil Records Law, other laws or as provided for in this Agreement, other than to the District and [AGENCY]'s authorized employees, contractors, partner providers, or agents.

4.8 [AGENCY] may disclose the District's data and information to entities and individuals other than those listed in Section 4.7 only if the disclosure is lawful and does not include any Personally Identifiable Information or other information that could lead to the identification of any student or parent. With prior written consent of the District, acceptable disclosure includes, but is not limited to, disclosure of aggregate data to public entities, directly to [project/grant] or to [project/grant] partners, and in articles published in journals or other publications.

4.9 [AGENCY] and [AGENCY]'s authorized employees, contractors, partner providers, or agents will not provide any data obtained under this Agreement to any entity or person that [AGENCY] knows or should know is ineligible to receive data protected by FERPA, Wisconsin's Pupil Records Law, or other applicable laws.

4.10 [AGENCY] will destroy or return all data files and hard copy records to the District that contain Personally Identifiable Information and purge any copies of such data from its computer systems:

4.10.1 Upon termination of this Agreement, either by expiration of the Term of Agreement or as provided herein, or

4.10.2. When the Personally Identifiable Information is no longer needed for the purposes for which the research studies were conducted, 5 years after the end of the grant, or 20xx. All data will be permanently removed from all [AGENCY] files (electronic or paper documents) and destroyed upon completion of the evaluation or termination of the contract for services.

4.11 [AGENCY] agrees to require all employees, contractors, partner providers, or agents using District data to comply with Section 4.9 and 4.10. No other person or entity is authorized to continue research using the data obtained from the District.

4.12 [AGENCY] understands that the Agreement does not convey ownership of the District's data to [AGENCY].

4.13 The District will provide to [AGENCY] certain Personally Identifiable Information ("District PII"). As a convenience to and upon the written request of the District, [AGENCY] will provide the District PII specified in the District's written request to a third-party on a mutually agreed upon schedule, identified in the District's request, provided that:

4.13.1 The District and third-party represent to [AGENCY] that the third-party has a legitimate educational interest in District PII and is eligible to receive District PII pursuant to FERPA and all other applicable laws;

4.13.2 The third-party has agreed to maintain the confidentiality of District PU in a manner consistent with the requirements of FERPA and all other applicable laws;

4.13.3 The District has entered into a separate data-sharing agreement with the third-party substantially in the form of Attachment A to this Agreement.

5. Permission to Access Data Held by Third Parties.

5.1 The District authorizes the DPI to release the District's data, including Personally Identifiable Student Information, with DPI assessment results included, directly to [AGENCY] for the purposes of the research studies. Specific information to be released includes the data identified in this Agreement.

6 Term of Agreement. This Agreement shall commence on August 1, 2017, regardless of the date of execution, and end when the District provides [AGENCY] data pursuant to this Agreement for the 20xx-20xx school year and ending on June 30, 20xx. At any time, this Agreement may be extended by mutual agreement of the parties in writing.

7. Termination. Either party may give sixty (60) days written notification of termination of this Agreement to the other party at any time and for any reason.

8. Payment. [AGENCY] and [project/grant] will mutually agree upon any fees or costs for the work being performed for and on behalf of the District. The District will not be responsible for any fees or costs without an explicit written agreement. The District agrees that [AGENCY] will be able to use data collected for and on behalf of the District for [project/grant] analyses in a manner consistent with this Agreement.

9. Assurances. The parties agree that all activity pursuant to this Agreement shall be in accordance with this Agreement and all applicable federal, state, and local laws, and all applicable rules and regulations.

10. Hold Harmless"' [AGENCY] shall be liable for the acts and omissions of its agents and employees provided by Wisconsin Statutes sections 893.80-.83, and 895.46. To the extent permitted by law, [AGENCY] will hold the District harmless against any claim or proceeding brought against the District, its officers, agents and employees and from any and all losses, damages, costs, expenses, judgments or decrees arising out of such claim. This agreement shall not be construed to be a waiver by [AGENCY] or the District of its sovereign immunity.

11. Confidentiality. [AGENCY] may have access to the District's information and records that are confidential and not available to the general public ("Confidential Information"). [AGENCY] will keep all Confidential Information confidential and will not disclose it to any third party unless ordered to do so by a court of competent jurisdiction or with the written permission of the District. [AGENCY] shall conduct its activities in a manner designed to protect and preserve the confidentiality of information concerning Personally Identifiable Information including such other information that would otherwise directly or indirectly identify District students and other information protected from public disclosure under FERPA, Wisconsin's Pupil Records Law and other applicable laws ("pupil-related

information"). [AGENCY] agrees to treat pupil-related information on a confidential basis and to protect this information from improper use or disclosure consistent with District policies and State and federal law. [AGENCY] further agrees it will not disclose or disseminate pupil-related information without the District's prior written consent to any other entity except (1) authorized representatives of the District, or (2) employees of the [AGENCY] who have a legitimate educational interest to access pupil-related information to perform services contemplated under this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement for any reason and shall continue to be binding upon the [AGENCY] and to inure to the benefit of the District.

12. Miscellaneous; This Agreement and any rights or obligations hereunder shall be non-assignable and non-transferable by [AGENCY]. No modification, amendment or waiver of any provision of this Agreement shall be effective unless approved in writing by both parties. The failure of either party at any time to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of any such provisions. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall apply against either party. The parties hereby irrevocably acknowledge that each of them has read and fully understands the terms and conditions of this Agreement and have freely and voluntarily entered into the same. All questions concerning the construction, validity and interpretation of this Agreement shall be governed by the laws of the State of Wisconsin. If any provision, sentence, paragraph or subparagraph of this Agreement is adjudged by any court of law to be void or unenforceable in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of this Agreement, including any other provision, sentence, paragraph or subparagraph. Each provision, sentence, paragraph and subparagraph of this Agreement is declared to be separable from every other provision, sentence, paragraph and subparagraph and constitutes a separate and distinct covenant. This Agreement may be executed in one or more counterparts, all of which shall constitute one in the same instrument.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Agreement by having their representatives affix their signatures below.

DATED this day of 20xx.

[school district] **[AGENCY]**

Name

Title