

## DATA SHARING AGREEMENT

SLPS requires an inventory of partnerships for a district-wide database. To assist in the maintenance of this inventory, please list the school(s) your organization is currently serving:

This Data Sharing Agreement (DSA) is entered into by \_\_\_\_\_  
(“the Agency”) and the Board of Education of the City of St. Louis  
(hereinafter Saint Louis Public Schools (“SLPS”), or (“the District,”)) on this \_\_\_ day of \_\_\_\_\_  
, 20\_\_\_. This DSA has the following overriding goals:

1. Preserving the anonymity of student identities, including assurance that personally identifiable student data is not released to third parties;
2. Enhancing the ability of the District and the Agency 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”), 20 U.S.C. § 1232g; and
3. Accurately measuring the District and the Agency’s progress toward improving student outcomes and indicators, and meeting set targets and other goals.

The purpose of this DSA is to establish parameters and guidelines for how data is shared, stored, and utilized between Agency and the St. Louis Public Schools in order to address the Agency’s MOU. Data will only be released through the Office of Data and Research. It is required for all Community Partners requesting a DSA to submit this agreement with the District at the time they submit their MOU.

NOW, THEREFORE, THE DISTRICT AND THE AGENCY AGREE AS FOLLOWS:

### **I. OBLIGATIONS OF AGENCY**

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

- a. The Agency’s data custodian(s) designated in Section I(n) shall complete the District’s Data Stewardship Training annually.
- b. The Agency shall update the list of enrolled students on an annual basis participating in the Program set out in the underlying MOU.
- c. **District Information.** The Agency acknowledges that it shall now, and in the future may, have access to and contact with confidential information relating to ideas, strategies, plans, purposes, and/or agendas that the District may seek to advance. Any reports and information given to or generated by the Agency hereunder, as well as the terms and conditions of this DSA, shall also be considered confidential information. Both during the term of this DSA and thereafter, the Agency covenants and agrees to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information

protected from public disclosure by federal or state law or by the policies or procedures of the District. The Agency covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of the confidential information, but instead will use such information only for the purposes contemplated hereunder. Further, the Agency covenants and agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing services for the District hereunder or by law. In no event, shall the Agency be deemed a spokesperson for the District, nor shall the Agency utilize the District, the District's logo, and/or District information in any marketing materials without the express written consent of the District.

d. **Student Information.** Agency acknowledges that in the course of providing services during the term of its MOU and the DSA, it shall now, and in the future may, have access to student education records that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, *et seq.* and the regulations promulgated there under. Per the terms of the related MOU, this information will be limited to the first name, last name, and birthdate of students. Such information is confidential and is therefore protected. Agency agrees that it shall not use education records for any purpose other than in the performance of this DSA. Except as required by law, Agency shall not disclose or share education records with any third party unless permitted by the terms of the DSA or to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Agency under this contract.

In the event any person(s) seek to access protected education records, whether in accordance with FERPA or other Federal or relevant State law or regulations, Agency will immediately inform the District of such request in writing if allowed by law or judicial and/or administrative order. Agency shall not provide direct access to such data or information or respond to individual requests. Agency shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the District and shall only provide such data and information to the District. It shall be District's sole responsibility to respond to requests for data or information received by Agency regarding District data or information. Should Agency receive a court order or lawfully issued subpoena seeking the release of such data or information, Agency shall provide immediate notification to the District of its receipt of such court order or lawfully issued subpoena and shall immediately provide the District with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.

If Agency experiences a security breach concerning any education record covered by this DSA, then Agency will immediately notify the District and take immediate steps to limit and mitigate such security breach to the extent possible. The parties agree that any breach of the confidentiality obligation set forth in the DSA may, at District's discretion, result in cancellation of further consideration for contract award and the eligibility for Agency to receive any information from District for a period of not less than five (5) years. In addition, Agency agrees to indemnify and hold the District harmless for any loss, cost, damage or expense suffered by the District, including but not limited to the cost of notification of affected persons, as a direct result of the unauthorized disclosure of education records.

e. **Medical Records.** The Agency acknowledges that it shall now, and in the future may, have access to and contact with the medical records of students. Both during the term of this DSA and thereafter, the Agency covenants and agrees to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the District. The Agency covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of said confidential information, but instead will use said information only for the purposes contemplated hereunder. Further, the Agency covenants and agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing services for the District hereunder or by law. Finally, the Agency covenants and agrees that any disclosure of confidential information of any student during the course of performing services under this Agreement shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPPA”).

f. **Exceptions to Confidentiality Obligations.** Notwithstanding the foregoing, the Agency’s obligations of confidentiality will not include information which:

- i. at the time of disclosure was in the public domain;
- ii. after such disclosure, immediately becomes generally available to the public other than through any act or omission of the Agency or its Personnel; and
- iii. Is required to be disclosed by a court of competent jurisdiction or a Sunshine Law request, provided that prior written notice of such disclosure is furnished to the District in a timely manner in order to afford the District the opportunity to seek a protective order against such disclosure and the disclosure is strictly limited to the information that the court requires.

g. **Remedies for Disclosure.** The Agency shall comply with the re-disclosure limitations set forth in FERPA, including 34 C.F.R. § Part 99.33. The Agency understands and agrees that any unauthorized disclosure or use of any confidential information as provided under this DSA may result in the District seeking injunctive relief. The Agency agrees to give prompt notice to the District of any unauthorized disclosure, use, or misappropriation of any confidential information and take all steps as reasonably requested by the District to limit, stop, or otherwise remedy the disclosure, use, or misappropriation of any confidential information. All steps taken by the Agency relating to remedy shall be at its sole expense.

h. The Agency shall restrict access to the data only to (i) the person or persons who provide direct services to District students; or (ii) the person or persons within the Agency’s organization who have been tasked with analyzing the data; and make those persons aware of, and agree to abide by, the terms set forth in this DSA.

i. The Agency shall not distribute, reprint, alter, sell, assign, edit, modify or create derivative works or any ancillary materials from or with the data, other than publications permitted under Sections I(o) and I(p).

j. The Agency shall not use data shared under this DSA for any purpose other than the goals outlined in this DSA and underlying MOU. Nothing in the DSA shall be construed to authorize Agency to have access to additional data from the District that is not included in the

scope of the DSA (or addenda) and underlying MOU. Agency understands that the DSA does not convey ownership of the data to Agency.

k. The Agency shall take reasonable security precautions and protections to ensure that persons not authorized to view the data do not gain access to the data. Reasonable security precautions and protections include, but are not limited to:

1. Creating, distributing, and implementing data governance policies and procedures which protect District data through appropriate administrative, technical, and physical security safeguards, and outline staff responsibilities for maintaining data security;
2. Encrypting all District data carried on mobile computers/devices;
3. Encrypting District data before it is transmitted electronically;
4. Requiring that users be uniquely identified and authenticated before accessing District data;
5. Establish and enforce well-defined data privilege rights which restrict users' access to the data necessary for them to perform their job functions;
6. Securing access to any physical areas/electronic devices where sensitive data are stored;
7. Installing a firewall to permit or deny network transmissions based upon a set of rules;
8. Installing anti-virus software to protect the network if not already in place.
9. Agency and all personnel acknowledge that they are prohibited from redisclosure of personally identifiable information of District students.

l. The Agency shall report all known or suspected breaches of District data, in any format, to the District's Research team [research@slps.org](mailto:research@slps.org) immediately, but no later than twenty-four hours. As soon as possible, but no later than two business days, a report will also need to be delivered that shall include (1) the name, job title, and contact information of the person reporting the incident; (2) the name, job title, and contact information of the person who discovered the incident; (3) date and time the incident was discovered; (4) nature of the incident (e.g., system level electronic breach, an electronic breach of one computer or device, or a breach of hard copies of records; (5) a description of the information lost or compromised; (6) name of electronic system and possible interconnectivity with other systems; (7) storage medium from which information was lost or compromised; (8) controls in place to prevent unauthorized use of the lost or compromised information; (9) number of individuals potentially affected; and (10) whether law enforcement was contacted.

m. The Agency shall return or securely and permanently destroy the data, and any and all hard and soft (electronic) copies thereof, upon termination of the related MOU. Agency agrees to require all employees, contractors, or agents of any kind using the District data to comply with this provision. Agency agrees to document the methods used to destroy the data, and upon request, provide certification to the District that the data has been destroyed.

n. For purposes of this DSA and ensuring Agency's compliance with the terms of this DSA and all application of state and Federal laws, Agency designates \_\_\_\_\_

(or an alternative designee specified in writing) the temporary custodian of the data that the District shares with the Agency. The District will release all data and information under this DSA to said named temporary custodian. \_\_\_\_\_ shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to the DSA, including confirmation of the return or destruction of data as described below. The District or its agents may, upon request, review the records the Agency is required to keep under this DSA. The District designates its Partnership Data and Systems Manager (or an alternative designee specified in writing) as its liaison for all communications with the Agency regarding this DSA;

o. The Agency 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 District parents, students, or employees, and is outside the bounds of a research study. Should the Agency use or collect data for the purpose of conducting a research study, Agency will separately submit an External Research Request. To determine whether data use/collection constitutes a research study, Agency shall reference the Research and Data Office for more information and guidance.

p. Should the Agency present, publish, or use student results it has gained in the course of its analysis under Section I(o), Agency shall adhere to the following terms:

1. The Agency shall not publish, present, or use reports that include a cell size of less than 10. Reports must mask these cells so that the results are not revealed.

2. Publications and reports of data and information shared, including preliminary descriptions and draft reports, shall involve only aggregate data (de-identified) and no personally identifiable information or other information that could lead to the identification of any student, parent, or teacher.

3. No less than 45 business days prior to public disclosure of its data analysis, Agency will provide the District a manuscript or other draft of the proposed public disclosure. Within 20 business days following receipt thereof, the District will notify Agency in writing if the proposed disclosure contains any confidential information and specify the portions of the proposed disclosure requiring redaction by emailing the Development Department directly.

4. The Agency shall provide the District, free of charge and within thirty (30) days, a copy of any report that is generated using the data.

5. Reports or articles based on data obtained from Saint Louis Public Schools under this DSA must include the following acknowledgment: This report/article was made possible, in part, by the support of Saint Louis Public Schools. Opinions contained in this report/article reflect those of the author and do not necessarily reflect those of Saint Louis Public Schools. The District must be cited as the source of the data in all tables, reports, presentations, and papers.

q. The Agency 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 and its related MOU.

r. The Agency has the right consistent with the terms of the related MOU, to use information it has been provided by the District in the course of its performance of services set forth in the underlying MOU, but only if the publication, presentation, or use does not include personally identifiable information of District parents, students, or employees, and is outside the bounds of the services permitted by the MOU.

## II. OBLIGATIONS OF DISTRICT

During the term of this DSA, the District shall:

- a. Prepare and deliver student demographic and academic data, per the terms of the related MOU, as defined in Appendix A - Data File Description.
- b. Provide Data Stewardship training for data custodian.

## III. PAYMENT

No payments will be made under this DSA by either party.

## IV. INDEMNIFICATION

a. The Agency agrees that to the fullest extent permitted by law, the Agency will hold harmless, defend, and indemnify the District, its agents, employees and board members from any liability, cost or expense, including without limitation penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, liens, and encumbrances, to the extent arising out of or resulting from any act or omission by the Agency, its employees or agents under this DSA. The terms of this section shall survive termination of this DSA.

## V. NOTICES

All notices contemplated or required under this DSA shall be in email to the following

**Chief of Staff**  
**Chief of Tech**  
**Director of Dev**  
**Director of Research of Evaluation**

## VIII. MISCELLANEOUS PROVISIONS

- a. **Entire Agreement.** This DSA constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein.
- b. **Amendment.** Modifications to this DSA must be in writing and be signed by each party.

c. **Governing Law/Venue.** The terms of this DSA shall be interpreted according to and enforced under the laws of the State of Missouri. All disputes which arise under this DSA will be exclusively litigated in the Circuit Court of St. Louis City, Missouri.

d. **Severability.** If any provision of this DSA is held invalid or unenforceable, the remainder of the DSA will not be affected, but continue in full force.

e. **Assignment.** Neither party shall assign its rights or responsibilities under this DSA, unless it receives written permission from the other party.

f. **Non-Waiver.** Any express waiver or failure to exercise promptly any right under this DSA will not create a continuing waiver or any expectation of non- enforcement.

g. **Counterparts.** The parties agree that this DSA may be executed in one or more counterparts, each of which shall constitute an enforceable original of the DSA, and that facsimile signatures shall be as effective and binding as original signatures.

**Term and Termination:** The term of the Data Sharing Agreement will align with the Agency’s MOU and will be from \_\_\_\_\_ (the Effective Date) through June 30, 20\_\_\_\_, unless earlier terminated by either party by providing thirty (30) days’ written notice to the person who has signed as a representative of each party below.

**Goals and Metrics:** Based off of what is in the correlating MOU, please list the three main goals around this program and the metrics that would be needed to evaluate along with the timeframe of the data.

Goal	Metric	Time Frame (annual, biannual)
Provide students access to library digital resources.	Number of Student eCard accounts created for SLPS students	Annual
Train SLPS staff on making use of Student eCards to support student learning.	Number of trainings and tutorials offered for SLPS staff.	Annual

I certify that \_\_\_\_\_ will follow the standards listed above.

Saint Louis Public Schools

(Agency)

By: \_\_\_\_\_  
 Name: Dr. Keisha Scarlett  
 Title: Superintendent  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 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. Data requests that do not correlate to a project will not be approved.

Category	Item
Demographics (Identifiable)	Student ID  Last Name First Name Current School Current Grade DOB Gender Race/Ethnicity ELL Status (Y/N) SPED Status (Y/N) 504 Status (Y/N) Advanced Learning Status (Y/N) Primary Language Home Language Living With Status Phone Number
Grade Mark History	Course Term Course Title Course Subject (binary variable or categorical) Mark Type Mark Term Mark Credits Attempted (HS only) Credits Earned (HS only)
State Assessment History (MAP) – lagged one year	Subject Area State Test Name Test Attempt Score Scale Score Level Code Met Standard Proficiency Level
District Assessment History - Star Renaissance	Test Season (Fall, Winter, Spring) Subject Area Percentile Rank and Growth Percentile
Daily Attendance History	Days attended (or hours attended) Days possible (or hours possible) % Day Absent
Enrollment History	



