

**AGREEMENT  
BETWEEN  
CHINLE UNIFIED SCHOOL DISTRICT NO. 24  
AND**

(\_\_\_\_\_)

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the Governing Board of CHINLE UNIFIED SCHOOL DISTRICT NO. 24 of Apache County, a political subdivision of the State of Arizona (District), and \_\_\_\_\_ a \_\_\_\_\_, for the purpose of sharing information between the parties in a manner consistent with the Family Education Records Privacy Act of 1974 (“FERPA”), 20 U.S.C. §1232g, Code of Federal Regulations Title 34, Section 99, *et all*.

**Data Required**

(Insert a detailed description of the data needed here)

**Agreement for Sharing of Data**

FERPA describes circumstances under which the District is authorized to release confidential data regarding individual students, teachers, and schools without prior parental consent in 20 U.S.C. §1232g(b)(3). Confidential information may be disclosed to organizations conducting studies to develop, validate, or administer predictive tests, to administer student aid programs, or to improve instruction, as long as the information is released to no one other than the organization and is destroyed when no longer needed.

The following terms further specify the manner in which the District agrees to share data with \_\_\_\_\_, subject to FERPA regulations:

I. PARTIES. The District is a state Educational authority authorized to share information with organizations conducting studies for, or on the behalf of, educational agencies subject to FERPA, as authorized by 34 CFR Section 99.31(6)(i), *et all*. \_\_\_\_\_. The parties wish to share data collected by the District regarding low-income students, some of which may allow the identification of individual students.

II. COMPLIANCE WITH FERPA. To effect the transfer of data subject to FERPA, \_\_\_\_\_ agrees to:

1. In all respects comply with the provisions of FERPA. For purposes of this agreement, “FERPA” includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation.

2. Use the data shared under this agreement for no purpose other than research authorized under Section 99.31(a)(6) of Title 34 of the Code of Federal Regulations. \_\_\_\_\_ further agrees not to share data received under this Agreement with any other entity without the District approval. \_\_\_\_\_ agrees to allow the Office of the State Auditor, subject to FERPA restrictions, access to data shared under this agreement and any relevant records of \_\_\_\_\_ for purposes of completing authorized audits of the parties.
3. Require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this agreement. \_\_\_\_\_ agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor or agent with access to data pursuant to this agreement. Nothing in this paragraph authorizes sharing data provided under this Agreement with any other entity for any purpose other than completing the \_\_\_\_\_ work authorized under this Agreement.
4. Maintain all data obtained pursuant to this agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this agreement in the same manner as the original data. The ability to access or maintain data under this agreement shall not under any circumstances transfer from the \_\_\_\_\_ to any other institution or entity.
5. Not to disclose any data obtained under this agreement in a manner that could identify an individual student, except as authorized by FERPA, to any other entity. \_\_\_\_\_ may publish results of studies authorized by this agreement, but specifically agrees to abide by all District policies and procedures, and to require all employees, contractors and agents of any kind to also abide by those policies and procedures.
6. Not to provide any data obtained under this agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under Section 99.31(6)(iv) of Title 34, Code of Federal Regulations.
7. Provide to the District a list of specific research studies, updated semi-annually, for which the confidential data are being used, and to notify the District in advance of any new project or research question \_\_\_\_\_ proposes to address. This list of research studies will identify linkages of all data possessed by the \_\_\_\_\_ under this agreement and covered by FERPA to specific research studies. Further, it will include the fixed ending date for use of all data linked to each project.
8. Destroy all data obtained under this agreement when it is no longer needed for the purpose for which it was obtained. Nothing in this agreement authorizes either party to maintain data beyond the time reasonably needed to complete the purpose of the request. All data no longer needed shall be destroyed or returned to the District in compliance

with 34 CFR Section 99.31(6)(ii)(C)(4). \_\_\_\_\_ agrees to require all employees, contractors, or agents of any kind to comply with this provision.

III. DATA REQUESTS. The District may decline to comply with a request if it determines that providing the data requested would not be in the best interest of current or former students in Chinle Unified School District No. 24 schools. All requests shall include a statement of the purpose for which it is requested and an estimation of the time needed to complete the project for which the data is requested. Data requests may be submitted by post, electronic mail or facsimile.

IV. AUTHORIZED REPRESENTATIVE. \_\_\_\_\_ shall designate in writing a single authorized representative able to request data under this agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this agreement, including confirmation of the completion of any projects and the return or destruction data as required by this agreement. District or its agents may upon request review the records required to be kept under this section.

V. RELATED PARTIES. \_\_\_\_\_ represents that it is authorized to bind to the terms of this contract, including confidentiality and destruction or return of student data, all related or associated institutions, individuals, employees or contractors who may have access to the data or may own, lease or control equipment or facilities of any kind where the data is stored, maintained or used in any way. This Agreement takes effect only upon acceptance by authorized representatives of \_\_\_\_\_, by which that institution agrees to abide by its terms and return or destroy all student data upon completion of the research for which it was intended or upon the termination of its current relationship with \_\_\_\_\_.

VI. TERM. This Agreement takes effect upon signature by the authorized representative of each party and will remain in effect until (INSERT TERMINATION DATE). The parties further understand that the District may cancel this agreement at any time, upon thirty (30) days notice. The District specifically reserves the right to cancel this agreement should the District, in its sole discretion, determine that confidential student information has been released in a manner inconsistent with this agreement, has not been maintained in a secure manner, or that substantially similar data access has become generally available for research purposes through any other mechanism approved by the District.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Accepted on behalf of the CHINLE UNIFIED SCHOOL DISTRICT NO. 24

By \_\_\_\_\_

Dr. Jesus De La Garza, Superintendent

Accepted on behalf of \_\_\_\_\_

By \_\_\_\_\_  
(INSERT NAME AND TITLE)