



ARKANSAS DEPARTMENT OF EDUCATION

DATA SHARING AGREEMENT TEMPLATE INSTRUCTIONS

The purpose of this document is to describe/define what “< *information*>” is requested to complete the data sharing agreement (DSA) template. The description of requested information is listed by section of the DSA.

Instances within the template that “< *information*>” brackets occur, serve to indicate where and what type of information is needed to complete the section of the DSA document.

DSA TITLE

**DATA SHARING AGREEMENT
BETWEEN
ARKANSAS DEPARTMENT OF EDUCATION
AND
<AGENCY/INSTITUTION ABBREVIATION/ACRONYM>**

<AGENCY/INSTITUTION ABBREVIATION/ACRONYM> indicates that the agency or institution official or formal name should be entered here. Such as ARKANSAS DEPARTMENT OF EDUCATION.

In the first paragraph of the agreement enter agency or institution official or formal name to include abbreviation or acronym enclosed in parenthesis. The abbreviation/acronym may be substituted throughout the remainder of the document wherever <AGENCY/INSTITUTION ABBREVIATION/ACRONYM> is listed.

Example: Arkansas Department of Education (ADE)

<IF ADDITIONAL CONTRACT/MOU IS NECESSARY, ADD THIS: This Agreement and the attached Memorandum of Understanding (MOU) shall be referred to collectively as “the Agreement.”>

I. PARTIES

<DESCRIBE THE ENTITY AND SERVICES PROVIDED>

Provide information on your agency/institution describes the entity and services provided. This is typically what is describes as “about us” regarding your agency.

II. PURPOSE

<STATE WITH SPECIFICITY THE PURPOSE OF PROJECT/PROGRAM>

Briefly describe/define with clarity the purpose of the project/program/study.

III. AUTHORITY

<MUST SPECIFY AUTHORITY AND LEGITIMATE EDUCATIONAL INTEREST OF THE PROJECT/PROGRAM/STUDY>

The department is governed by its authority under FERPA, other state and federal laws on how/why and with whom it may disclose student education records. Under this sections specify the relevant authority and legitimate educational interest of the project/program/study that you are requesting the department disclose data under.

IV. DATA REQUESTED:

<LIST DATA ELEMENTS HERE OR REFER TO APPENDIX WITH DATA ELEMENTS>

The department requires that the specific data elements requested be listed. If you list is extensive in this sections reference the appendix and lists all data elements requested in the appendix. If you are unsure of data elements available you may view the Statewide Information System handbook (<https://adedata.arkansas.gov/sis/SISHandbooks.aspx>) or contact Data Reporting Unit for assistance (501-682-5751)

V. USE OF DATA:

<DESCRIBE WITH SPECIFICITY THE PROJECT/PROGRAM/STUDY/PURPOSE THE DATA IS BEING USED>

<INTENT/OUTCOMES/RESULTS>

<LIST ALL INTENTS, OUTCOMES, RESULTS OF THIS PROJECT/PROGRAM/STUDY>.

Describe the project/program/study/purpose in which data is being used listing all intents/outcomes/results/ of the project/program/study.

VI. TERMS AND CONDITIONS

<LIST ANY PROGRM/PROJECT ENDINGS, e.g., cancellation, completion of project, ineligibility of student/program, etc>

<LIST ANY CANCELLATION REASONS, e.g., student/program ineligibility, publication of report, etc.>.

Provide the program/project end date. Describe conditions of cancellation, completion of project, student program/ineligibility, and publication of report etc. Release of subsequent data for use in future projects may be subject to receipt of publication or report by the Department.

**ARKANSAS DEPARTMENT OF EDUCATION
DATA SHARING AGREEMENT TEMPLATE INSTRUCTIONS**

X. The Agreement

<ADD THIS IF ADDITIONAL MOU: collectively the Memorandum of Understanding and the Data Sharing Agreements>

This statement should only be added if multiple agreements are included.

XI. EXECUTION

<SIGNOR>

Provide name and title of individual authorized to sign legal agreements on behalf of the entity requesting data.

<If **ADDITIONAL CONTRACT/MOU, INDICATE DOCUMENTS HERE**> **Attachment(s):
Memorandum of Understanding (MOU)**

List all attachments to be included in the document here.

Temporary Custodian:

<AGENCY/INSTITUTION ABBREVIATION/ACRONYM>

<ENTER CONTACT INFO>

ADE Contact:

<ENTER CONTACT INFO>

List agency and department contacts with job title and full contact information.

Remove the instructions sheets prior to saving the agreement.



ARKANSAS DEPARTMENT OF EDUCATION

DATA SHARING AGREEMENT
BETWEEN
ARKANSAS DEPARTMENT OF EDUCATION
AND
<AGENCY/INSTITUTION ABBREVIATION/ACRONYM>

This Data Sharing Agreement is entered by and between the Arkansas Department of Education (“the Department”) and <AGENCY/INSTITUTION ABBREVIATION/ACRONYM>. <IF ADDITIONAL CONTRACT/MOU IS NECESSARY, ADD THIS: This Agreement and the attached Memorandum of Understanding (MOU) shall be referred to collectively as “the Agreement.”>

I. PARTIES. The Arkansas Department of Education is a state educational agency, authorized to collect and maintain student educational records and to receive information from local educational agencies (LEAs) consistent with applicable state and federal laws and subject to the federal Family Educational Rights and Privacy Act (FERPA), as authorized by 20 U.S.C. § 1232g(b) and 34 CFR Part 99. The Department is headquartered at 4 Capitol Mall, Little Rock, Arkansas, 72201.

<AGENCY/INSTITUTION ABBREVIATION/ACRONYM> <DESCRIBE THE ENTITY AND SERVICES PROVIDED>

II. PURPOSE. The purpose of the Agreement is to document the terms under which the Department is authorized to release education data for the purpose of <STATE WITH SPECIFICITY THE PURPOSE OF PROJECT/PROGRAM>, and to designate <AGENCY/INSTITUTION ABBREVIATION/ACRONYM> as a temporary authorized representative for personally identifiable information of the Department consistent with applicable federal and state laws concerning access to and confidentiality of student record information including FERPA.

Under the Agreement <AGENCY/INSTITUTION ABBREVIATION/ACRONYM> agrees that no personally identifiable (either using direct identifiers or indirect identifiers) student or parent data will be publicly displayed, or shared with any other entity, agency, school/school district, or other individuals or organizations unless specifically allowed by the Department.

III. AUTHORITY. Consistent with the federal Family Educational Rights and Privacy Act (FERPA) the Department may disclose information from students’ education records to a temporary authorized representative without written consent for use in studies initiated or approved by the Department in connection with an audit or evaluation of Federal or State supported education programs; or enforcement of, or compliance with, Federal legal requirements relating to such programs. 34 CFR § 99.31(a)(3), 20 U.S.C. § 1232g(b)(3). The Department may also disclose information to a temporary authorized representative without written consent for the purpose of conducting studies for or on behalf of the Department in order to develop, validate or administer predictive tests; administer student aid programs; or improve instruction. 34 CFR § 99.31(a)(6) and §§ 99.35; 20 U.S.C.

§ 1232g(b)(1)(F).

Based upon the authority listed above, the requested data is being shared under the following authority: <MUST SPECIFY AUTHORITY AND LEGITIMATE EDUCATIONAL INTEREST OF THE PROJECT/PROGRAM/STUDY>

<AGENCY/INSTITUTION ABBREVIATION/ACRONYM> must comply with Ark. Code Ann. § 6-18-109 (Student Online Personal Information Protection Act). Nothing in the Agreement may be construed to allow <AGENCY/INSTITUTION ABBREVIATION/ACRONYM> to maintain, use, disclose, or share student information in a manner not allowed under Ark. Code Ann. § 6-18-109.

Additionally, <AGENCY/INSTITUTION ABBREVIATION/ACRONYM> is performing an instructional service or function for which ADE would otherwise use employees and <AGENCY/INSTITUTION ABBREVIATION/ACRONYM> is under the direct control of ADE with respect to the use and maintenance of education records.

IV. DATA REQUESTED. The data covered by the Agreement includes: <LIST DATA ELEMENTS HERE OR REFER TO APPENDIX WITH DATA ELEMENTS>.. No other data shall be shared with <AGENCY/INSTITUTION ABBREVIATION/ACRONYM> without the express agreement of the Department.

All data shared under this Agreement remains the property of the Department and nothing in this Agreement shall convey ownership of any data to <AGENCY/INSTITUTION ABBREVIATION/ACRONYM>.

V. USE OF THE DATA. Any data shared by the Agreement will be used for the following purpose: <DESCRIBE WITH SPECIFICITY THE PROJECT/PROGRAM/STUDY/PURPOSE THE DATA IS BEING USED>.

Additionally, the <INTENT/OUTCOMES/RESULTS> of this project are <LIST ALL INTENTS, OUTCOMES, RESULTS OF THIS PROJECT/PROGRAM/STUDY>.

VI. TERMS AND CONDITIONS. The <AGENCY/INSTITUTION ABBREVIATION/ACRONYM>, and all its employees and contractors, shall:

1. In all respects comply with the provisions of FERPA. For the purposes of the Agreement and the specific projects conducted pursuant to the Agreement and FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of 34 CFR Part 99 and 20 U.S.C. § 1232g. Nothing in the Agreement may be construed to allow either party to maintain, use, disclose, or share student record information in a manner not allowed under Federal law or regulation.
2. Name a temporary custodian of the Department's data for each project. That custodian shall be able to request and receive data under the Agreement and to ensure <AGENCY/INSTITUTION ABBREVIATION/ACRONYM>'s compliance with the terms of the Agreement and applicable laws. The Department shall release data only to the named temporary custodian, who 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 completion of the project and the return or destruction of data as required by the Agreement. The Department or its agents may upon request review the records required to be kept by <AGENCY/INSTITUTION ABBREVIATION/ACRONYM> under this section.

3. Not use any data received under this Agreement for any purpose other than the purpose strictly defined in the Agreement. Nothing in the Agreement shall be construed to authorize <AGENCY/INSTITUTION ABBREVIATION/ACRONYM> to have access to additional data from the Department that is not included in the scope of the Agreement or to govern access to the data by entities other than the parties. <AGENCY/INSTITUTION ABBREVIATION/ACRONYM> further agrees not to share data received under the Agreement with any other entity without prior written approval from the Department.
4. Require all employees, contractors and agents of any kind to comply with the Agreement, and all applicable provisions of FERPA and other federal and state laws with respect to the data and information shared under the Agreement. <AGENCY/INSTITUTION ABBREVIATION/ACRONYM> agrees to require of and maintain an appropriate confidentiality agreement from each employee or contractor with access to the data shared under the Agreement. Nothing in this section authorizes <AGENCY/INSTITUTION ABBREVIATION/ACRONYM> to share data and information provided under the Agreement with any other individual or entity for any purpose other than completing the work as authorized by the Department consistent with the Agreement. <AGENCY/INSTITUTION ABBREVIATION/ACRONYM> shall ensure that all employees, contractors, agents, and others persons with access to the data are not ineligible to receive data protected by FERPA and are not prohibited from receiving data by virtue of a finding under 34 CFR § 99.31(a)(6)(iii).

<AGENCY/INSTITUTION ABBREVIATION/ACRONYM> shall not share any data receiving under this Agreement without prior written approval by the Department. If approval is granted, <AGENCY/INSTITUTION ABBREVIATION/ACRONYM> shall ensure that any entity or person receiving the data are not ineligible to receive data protected by FERPA and are not prohibited from receiving data by virtue of a finding under 34 CFR § 99.31(a)(6)(iii).
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5. Provide the Department with periodic status reports during the project term as described in addenda to the Agreement. Progress reports shall include but not be limited to progress of the project relative to established deadlines. The <AGENCY/INSTITUTION ABBREVIATION/ACRONYM> shall provide the Department with immediate written notice of any changes to project protocols except as consistent with the Agreement and any addenda to it. Written approval from ADE must be obtained prior to any changes in the project that may conflict with any part of this Agreement.
6. Maintain all data received pursuant to the Agreement separate from all other data files and not copy, reproduce or transmit data obtained pursuant to the Agreement except to its own agents acting for or on behalf of the Department and as necessary to fulfill the purpose of the project described in the Agreement. The data shared in the Agreement cannot be merged, combined, or matched with other data sets without the expressed written permission from the Department. All copies of any data, in any form, including any modifications or additions to data from any

source that contains information, are subject to the provisions of the Agreement in the same manner as the original data that is disclosed by the Department to <AGENCY/INSTITUTION ABBREVIATION/ACRONYM>. The ability to access or maintain data under the Agreement shall not under any circumstances transfer from <AGENCY/INSTITUTION ABBREVIATION/ACRONYM> to any other individual, institution or entity. Anyone with access to the data must comply with the Agreement and all federal and state laws, rules and regulations.

7. Except where allowed by the Department, not disclose data contained under the Agreement, in any manner that could identify any individual student to any entity other than the Department, or authorized employees, contractors and agents of <AGENCY/INSTITUTION ABBREVIATION/ACRONYM> working as the Department's temporary authorized representative for the project consistent with the Agreement. <AGENCY/INSTITUTION ABBREVIATION/ACRONYM> shall neither disclose or otherwise release data and reports relating to an individual student, nor disclose information relating to a group or category of students without ensuring the confidentiality of students in that group. Publications and reports of this data and information related to it, including preliminary project descriptions and draft reports shall involve only aggregate data and no personally identifiable information or other information that could lead to the identification of any student and all reporting must comply with the conditions set forth in the Agreement. <AGENCY/INSTITUTION ABBREVIATION/ACRONYM> shall not release any data to anyone other than the Department, having a statistical cell size of less than ten (10).
8. Unless otherwise specified, all data obtained under the Agreement, and any previous agreements, must be destroyed immediately upon <LIST ANY PROGRM/PROJECT ENDINGS, e.g., cancellation, completion of project, ineligibility of student/program, etc> or termination or expiration of the Agreement, whichever occurs first. The entity will provide the Department, no later than 7 days after destruction, with confirmation certifying the destruction of the data. Nothing in the Agreement authorizes <AGENCY/INSTITUTION ABBREVIATION/ACRONYM> to maintain data beyond the time period reasonably needed to complete the projects described in the Agreement. Upon termination of the Agreement, <AGENCY/INSTITUTION ABBREVIATION/ACRONYM> shall return all data files and hard copy records to the Department and purge any copies of data from its computer systems in compliance with 34 CFR §§ 99.31(a)(6)(ii)(b) and 99.35(b)(2). <AGENCY/INSTITUTION ABBREVIATION/ACRONYM> agrees to require all employees and contractors to comply with this provision. No other entity is authorized to continue using the data obtained under the Agreement upon the termination of the Agreement.

Under no circumstances should <AGENCY/INSTITUTION ABBREVIATION/ACRONYM> maintain, store, or otherwise keep any <STUDENT AND/OR PARENT> data received by the Department at any time <LIST ANY CANCELLATION REASONS, e.g., student/program ineligibility, publication of report, etc.>.

9. <AGENCY/INSTITUTION ABBREVIATION/ACRONYM> asserts that all data will be secured during storage and transfer. <AGENCY/INSTITUTION ABBREVIATION/ACRONYM> will provide the agency with a copy of its sensitive data security protocols such as storage, access, data breach procedures and the most recent security audit.
10. Provide the Department with one electronic of the final versions of all approved, released

publications/reports and other documents associated with this project. The Department reserves the right to distribute and otherwise use the final approved, released report and associated documents as it wishes, in sum or in part.

11. None of the data released in the Agreement will be used for any advertising purpose or any other purpose not specifically allowed by the Agreement.

12. If Internal Review Board (IRB) approval is used for the study, a copy of the approved IRB will be provided to the Department prior to release of the data.

VII. RELATED PARTIES. <AGENCY/INSTITUTION ABBREVIATION/ACRONYM> represents that it is authorized to bind to the terms of the Agreement, including confidentiality, maintenance, publication, and destruction or return of 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 use in any way.

VIII. FEES. There shall be no cost or fees charged to or paid by any party participating in the Agreement unless agreed to in writing by an authorized representative for non-personally identifiable information of each organization.

IX. TERM. The Agreement takes effect upon signature by the authorized representative of each party and shall remain in effect until termination of the Agreement, one year from the date of signing, or until canceled by either party upon 30 days written notice, whichever occurs first. The Agreement is renewable upon written approval by the authorized representative of each party.

X. The Agreement, <ADD THIS IF ADDITIONAL MOU: collectively the Memorandum of Understanding and the Data Sharing Agreements>, expresses the entire agreement of the parties and shall not be modified or altered except in writing executed by the authorized representatives of the Department and <AGENCY/INSTITUTION ABBREVIATION/ACRONYM>, and in a manner consistent with applicable Arkansas and federal laws.

XI. EXECUTION

_____ Date: _____
<SIGNOR>
Arkansas Department of Education

_____ Date: _____
<SIGNOR>
<AGENCY/INSTITUTION ABBREVIATION/ACRONYM>

**<If ADDITIONAL CONTRACT/MOU, INDICATE DOCUMENTS HERE> Attachment(s):
Memorandum of Understanding (MOU)**

Temporary Custodian:

<AGENCY/INSTITUTION ABBREVIATION/ACRONYM>

<ENTER CONTACT INFO>

ADE Contact:

<ENTER CONTACT INFO>