

DATA SHARING AGREEMENT BY AND BETWEEN
THE SONOMA COUNTY OFFICE OF EDUCATION AND
THE PARTICIPANTS IN THE 2019-2020 SONOMA COUNTY ROOSTER FELLOWSHIP

This Data Sharing Agreement (“Agreement”) is made by and between the Sonoma County Office of Education (“SCOE”) and the Participants in the 2019-2020 Sonoma County Rooster Fellowship (“Participants”). Participants include Sonoma Valley Unified School District, Old Adobe Union School District, SCOE, Santa Rosa City Schools, Piner-Olivet County Union School District, and Windsor Unified School District.

RECITALS:

WHEREAS, [Purpose and description of activity] the SCOE has requested certain personally identifiable information from the Participants in connection with a study it is conducting for, or on behalf of educational agencies in Sonoma County to improve instruction;

WHEREAS, the Family Educational Rights and Privacy Act of 1974 (FERPA), set forth in Title 20 U.S.C. § 1232g and its implementing regulations at 34 C.F.R. §§ 99.1 *et seq.*, generally prohibits the disclosure of students’ personally identifiable information without consent, subject to certain exceptions;

WHEREAS, 34 C.F.R. § 99.31(a)(6) allows for disclosure of students’ personally identifiable information to organizations conducting studies for, or on behalf of, educational agencies or institutions to improve instruction without written parental consent;

WHEREAS, California law contains similar prohibitions on the disclosure of students’ personally identifiable information without consent, and contains an identical provision allowing disclosure of students’ personally identifiable information to organizations conducting studies for, or on behalf of, educational agencies or institutions to improve instruction without written parental consent, at Education Code § 49076;

WHEREAS, the purpose of this Agreement is to share data, as outlined in Appendix A, between the Participants, in a manner consistent with FERPA and California law in regard to data necessary to fulfill the purposes of the Sonoma County Rooster Fellowship (“Study”);

WHEREAS, the Study is led by the SCOE and is a part of the Restorative Culture Collaborative and E3 Community of Practice work that seeks to assist with spreading the will and pedagogical skills to improve equity, empathy, and engagement among students in Sonoma County;

WHEREAS, the Study will occur during the 2019-2020 school year;

WHEREAS, the Participants seek to use the Study to improve academic achievement and social/emotional skills of students in Sonoma County by allowing access to individual student records

consistent with the requirements of FERPA California law, which will assist the Participants in improving student outcomes and indicators and meeting targets and other goals;

WHEREAS, the Study will be conducted in a manner such that that information is shared in a way that personally identifiable information from educational records is used only to meet the purposes of the Study; that access to personally identifiable information will be granted only to those with legitimate interests; and that access to personally identifiable information of parents and/or students is limited to individuals who are representatives of the Participants and who have legitimate interests in the information;

WHEREAS, [Destruction/return of records when no longer needed and time period] FERPA requires that the information be destroyed when no longer needed for the purposes for which the Study is conducted; and

WHEREAS, data will be destroyed or returned no later than June 30, 2020, or upon termination of this Agreement, whichever occurs first;

NOW, THEREFORE, IT IS AGREED as follows:

I. TERM OF AGREEMENT

This Agreement shall take effect upon signature by the authorized representative of each Participant, and shall remain in effect until June 30, 2020, or termination pursuant to Paragraph V of this Agreement, whichever is sooner. Upon termination of this Agreement, the Participants shall provide assurances to the SCOE by letter that all data obtained under this Agreement will be promptly destroyed or returned in accordance as required by FERPA. At the conclusion of the Study, any data shared with the Study remains the property of the Participant who shared the data.

II. DEFINITIONS AND ABBREVIATIONS

- a. "Destroy" means to shred and confidentially dispose of all paper copies, and to delete and digitally destroy all digital copies.
- b. "Disclose" or "disclosure" means to permit access to or the release, transfer, or other communication of personally identifiable information contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record. (34 C.F.R. § 99.3).
- c. "Education records" includes those records that are: directly related to a student; and maintained by an educational agency or institution or by a party acting for the agency or institution, subject to the specific exclusions found in 34 C.F.R. § 99.3. (34 C.F.R. § 99.3).
- d. "Personally identifiable information" includes, but is not limited to, the student's name; the name of the student's parent or other family members; the address of the student or student's family; a personal identifier, such as the student's social security number, student number, or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information, that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or

information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates. (34 C.F.R. § 99.3).

III. RESPONSIBILITIES UNDER THE AGREEMENT

a. Joint Responsibilities:

- i. The Participants shall comply with the provisions of FERPA in all respects. Nothing in this Agreement may be construed to allow any signatory to this Agreement to maintain, use, disclose, or share student education records in a manner not allowed by federal or state law or regulation.
- ii. The Participants will ensure compliance with California law related to privacy of pupil records, at Education Code §§ 49060 *et seq.*
- iii. Any personally identifiable information exchanged via this Agreement may not be used for purposes outside of the scope of the Study, including linkage to any other datasets.
- iv. Each Participant will identify one point of contact/data custodian who is responsible for processing and responding to data requests from other Participants.
- v. The Participants will ensure that use of personally identifiable information is used for the Study's purpose and goal of measurably increasing self-reported student engagement in one classroom.

b. Responsibilities of SCOE:

- i. The SCOE will collect all data provided by the Participants involved in the Study, as identified in Appendix A, and will keep confidential all raw data shared by the Participants. The SCOE will enter all raw data into a non-public, digital Qualtrics survey account, and will report, by Participant, disaggregated student responses to survey questions every week, from September 2019 through May 2020.
- ii. The SCOE agrees to maintain all data, both raw and disaggregated, as confidential, except for use by the Study. The SCOE will not share any data received under this Agreement with any other entity, organization, or individual.
- iii. The SCOE will destroy all data received under this Agreement on or before June 30, 2020.
- iv. Consistent with December 2011 guidance from the U.S. Department of Education, post for public access a copy of this Agreement on the Restorative Practices (www.scoe.org/restorative) page of the SCOE's website.

c. Responsibilities of the Participants:

- i. The Participants agree to use data shared under this Agreement for no purpose other than the Study.
- ii. The Participants agree not to share or re-disclose personally identifiable information received under this Agreement with any other entity, organization, or individual. This does not prohibit each Participant from sharing their students' de-identified aggregate or disaggregate student data consistent with FERPA and California law.

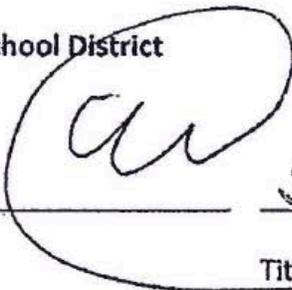
- iii. The Participants agree to provide SCOE with demographic information for one classroom/class/section of students; use disaggregated survey reports to improve instruction; share analysis of their survey reports with other Participants; and, if desired, show other Participants their survey reports.
- iv. The Participants agree to establish procedures to ensure that all personally identifiable student information is kept secured and only access by personnel who are authorized to have access to said data for the purposes of conducting the Study, and to promptly notify SCOE of any potential or actual breach of this Agreement.
- v. Each Participant agrees to destroy all data from other Participants on or before June 30, 2020.

IV. TERMINATION OF AGREEMENT

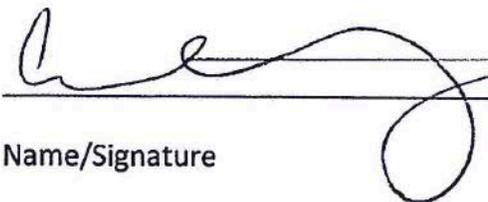
At any time, any party may give thirty (30) days' written notification of the termination of this Agreement to the other parties.

Signatures

Old Adobe Union School District

Craig Conte  Superintendent 9-13-19
 Name/Signature Title Date

Piner-Olivet Union School District

 Superintendent 8.28.19
 Name/Signature Title Date

Santa Rosa City Schools

[Signature] Superintendent 9/14/19
 Name/Signature Title Date

Sonoma County Office of Education (Special Education Department)

Mandy Corbin Assistant Superintendent 8/29/19
 Name/Signature Title Date

Sonoma Valley Unified School District

[Signature] _____
 Name/Signature Title Date

[Signature] _____
 Name/Signature Title Date

_____ Title Date

Windsor Unified School District

Lisa Saxon Director of Educational
Piner-Olivet Union School District SVES - Supt's Designee 9/9/19
 Name/Signature Title Date

Sonoma County Office of Education

[Signature] Sonoma County Superintendent of Schools 9-18-19
 Steven D. Herrington, Ph.D. Title Date

APPENDIX A: Data Description

- Student self-reports via digital survey
- CALPADS data, including CALPADS ID, student email, race, ethnicity, gender, English Learner designation, special education primary eligibility designation, free and reduced lunch designation, Foster Youth designation, and McKinney-Vento designation