

# Interagency Agreement

## Utah State Board of Education and United Way of Salt Lake

This Interagency Agreement (**Agreement**) is entered into between the Utah State Board of Education (“Board” or **USBE**), and United Way of Salt Lake (**UWSL**).

**WHEREAS**, USBE has constitutional and statutory authority for the general control and supervision of the public education system pursuant to the Utah Constitution Article X, Section 3 and Utah Code Title 53A Chapter 1;

**WHEREAS**, UWSL has the constitutional and statutory authority to administer and enforce specific laws related to the licensing and regulation of certain occupations and professions pursuant to Title 58 of the Utah Code;

**WHEREAS**, UWSL, through community partnerships, supports work focused on improving student outcomes in multiple school districts, including but not limited to Canyons, Davis, Granite, and Park City School Districts;

**WHEREAS**, UWSL exchanges best practices focused on improving student outcomes in additional school districts, including but not limited to Ogden, Salt Lake, Tooele, and Weber;

**WHEREAS**, UWSL uses aggregate data to hold itself accountable for improving student outcomes and has a nationally recognized infrastructure and expertise around the protection and use of such data;

**WHEREAS**, the services or functions outsourced involves USBE’s disclosure and UWSL use of education records;

**WHEREAS**, the Board is subject to Federal Education Records Privacy Act (FERPA), 20 U.S.C. § 1232g and its implementing regulations, 34 C.F.R., Part 99, which generally requires written consent for disclosure of educational records to third parties;

**WHEREAS**, USBE and UWSL intend to comply with privacy laws including FERPA, the Utah Family Education Rights and Privacy Act, Utah Code § 53A-13-3 (“UFERPA”), and the Individuals with Disabilities Educational Act, 30 U.S.C. §1400 et seq. and 34 C.F.R. Part 300 (“IDEA”).

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

- 1. Purpose:** The purpose of this Agreement is to enable USBE the ability to share data with UWSL -

- to wit, aggregate data on student outcomes for students in the eight school districts noted on page 1 above will be provided to UWSL annually, as it becomes available, so that UWSL may monitor and improve the impact of its partnerships.

2. **Data Sharing:** It is understood and agreed that when UWSL needs information from data maintained by USBE, that USBE and UWSL will securely send data, disaggregated by grade level and low-income, minority, and English language learning student groups, on indicators of student attendance, school mobility, and high school graduation, as well as DIBELS, SAGE, SRI, ACT, and future kindergarten readiness assessments, including both rates and student counts, for the above stated purpose to be matched and that UWSL agrees that the sharing of data files, including derivative files, and data files resulting from merges, matches, or other uses of education records are subject to this Agreement.
  - a. *Disclosure of Data:*
    - i. *USBE may disclose aggregate education records of:*
      1. *Student groups no smaller than 10 students*
    - ii. *UWSL may disclose*
      1. *Counts and rates, of data provided by USBE, to organizations in the partnerships UWSL supports, that have existing data sharing agreements with UWSL and that UWSL deems could play a role in improving student outcomes with the data*
3. The following **Definitions** apply to this Agreement:
  - a. "Education records" includes all information accessed, collected, stored, processed, disclosed, de-identified, created or used, including metadata and Personally Identifiable Information.
  - b. "Metadata" includes all information created manually or automatically to provide meaning or context to other data.
4. **Confidentiality and Disclosure.** The parties agree to use data only for those purposes described this Agreement or as required by law and under the following conditions:
  - a. The parties shall have sufficient safeguards in place to ensure the data obtained is used only for the purpose stated in this Agreement.
  - b. Data in electronic format shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal, or any other means.
  - c. The data shall not be stored on any server accessible by unauthorized personnel.
  - d. The parties shall limit access to, and use of, the data to only those persons who have a legitimate interest in the data provided under this Agreement, and shall do the following in regards to those individuals:
    - i. require a non-disclosure agreement to be signed by those persons;
    - ii. maintain past and current lists of all individuals to whom a party has determined to allow access to education records because the individuals have legitimate

- educational interest in the data and education records;
  - iii. maintain each non-disclosure agreement signed by its employees and shall permit inspection of the same by the other party upon request;
  - iv. shall not disclose the data or education records to individuals who have not been determined to have a legitimate educational interest, who have not received training, and who have not signed a non-disclosure agreement;
  - e. The parties will publish the results of their audits and evaluations in a way that protects the privacy and confidentiality of the students who were the subjects of the data that was provided. The parties will ensure that students cannot be directly or indirectly identified in published reports. For example, when publishing tables, cell suppression and other methods of disclosure avoidance will be used so that students cannot be identified through small numbers displayed in table cells.
5. **Data Security:** The parties will have whole disk encryption on computers used for accessing or storing reports from the data. Each party will limit access to the data using appropriate security controls in accordance with the most recent NIST 800-53 guidelines in transmitting, encrypting, storing, and maintaining data: <http://www.nist.gov/publication-portal.cfm>, and comply with the State of Utah Information Technology Resources Acceptable Use Policy found at: <http://dts.utah.gov/employee-state/statewide-dts-policies/index.php>.
6. **User Training:** The parties agree to train authorized users accessing information under this Agreement on relevant statutes prescribing confidentiality and safeguarding requirements, disclosure prohibitions, and penalties for unauthorized access or disclosure. The parties shall have the right to review disclosure training and request or suggest any changes necessary. The parties shall maintain past and current lists of individuals attending training and the related training materials.
7. **Security Plans:** The parties shall:
- a. Store any data provided by the other party in an area that is physically secure from access by unauthorized individuals at all times.
  - b. Maintain each other's data only until such time that the data is no longer needed or upon termination of this Agreement, whichever occurs first. At that point, the data will be destroyed within 30 days, except for disclosed information possessed by any court.
  - c. Refrain from duplicating the data other than as required for disaster recovery.
  - d. Report any data breach to the party that provided the information immediately upon discovery and cooperate to mitigate any concerns.
8. **Indemnity:** Both parties to this Agreement are governmental entities as defined in the Governmental Immunity Act of Utah (U.C.A. 63G-7-101 et. seq.). Nothing in this Agreement shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled.

Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuits brought against it. There are no indemnity obligations between these parties.

9. **Monitoring:** The parties shall permit each other the right of a compliance review to ensure that the provisions of the Agreement are upheld and will maintain a system sufficient to allow an audit of its compliance with the disclosure and confidentiality and access to data sections above this Agreement.
10. **Amendments:** This Agreement may only be amended by the mutual written agreement of the parties. No provision in this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced. Any such waiver shall not be construed as a waiver by such party of any subsequent breach under this Agreement.
11. **Public Information:** The parties agree that this Agreement will be a public document, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Each party gives the other express permission to make copies of this Agreement in accordance with GRAMA.
12. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
13. **Governing Law:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah.
14. **Assignment:** Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party.
15. **Independent Contractors:** The parties are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Neither party may take any binding action on the other party.

IN WITNESS WHEREFOR, the parties sign and cause this Interagency Agreement to be executed.

UTAH STATE BOARD OF EDUCATION

By: \_\_\_\_\_

Its: \_\_\_\_\_,

Date \_\_\_\_\_

UNITED WAY OF SALT LAKE

A handwritten signature in black ink, appearing to read "Bill", followed by a large, stylized flourish or scribble.

By: \_\_\_\_\_

Its: \_\_\_\_\_ President and Chief Executive Officer \_\_\_\_\_,

Date \_\_\_\_\_ 6/26/17 \_\_\_\_\_