

COPY

AUTHORIZATION FOR RELEASE AND SHARING OF INFORMATION

This Authorization for Release and Sharing of Information ("Release") is entered into between the **Management Council of the Ohio Education Computer Network** ("MCOECN") and **ACCESS Council** ("ITC") (collectively "Parties"). This Release will be effective upon the date that it is fully executed by both Parties ("Effective Date") and will remain in effect until the first June 30th following the Effective Date ("Term").

Pursuant to this Release, MCOECN shall facilitate the transfer, loading, storage, and secure presentation of data ("Services") including but not limited to student, financial, library, human resources, and other sensitive data which may contain students' and staff's personally identifiable information ("PII") and financial information about the ITC or its customers including information that may be protected by the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (FERPA) and its implementing regulations and Section 3319.321 of the Ohio Revised Code as well as personally identifiable student information and/or education records as defined by 34 C.F.R. § 99.3 and/or R.C. § 3319.321. ("Data"). The Parties acknowledge that the Data may originate from the ITC or any of its customers. As such, the ITC warrants that it has the legal authority to possess the Data and convey them to MCOECN for the purposes indicated in Exhibit A.

The ITC and MCOECN (collectively Parties) agree that, to the extent that the Data are protected by FERPA and/or state law, the ITC agrees that the educational entities from which the Data originated shall maintain direct control over all personally identifiable information contained in the Data, regardless of the Parties' abilities to access such information. Additionally, the ITC represents and warrants that: (i) it has been determined by all applicable educational entities that the ITC and MCOECN have a legitimate educational interest in any personally identifiable information contained in the Data to which the Parties may have access; (ii) ITC is outsourcing to MCOECN (and any third party with which MCOECN contracts to provide the Services) institutional services or functions for which ITC or the underlying educational entity would have otherwise used employees; (iii) ITC has the right to outsource to MCOECN (and any third party with which MCOECN contracts to provide the Services) the aforementioned institutional services; (iv) ITC has determined that MCOECN (and any third party with which MCOECN contracts to provide the Services) has a legitimate educational interest in any personally identifiable information contained in the Data and as such MCOECN will require all employees, contracts, and agents of any kind to comply with all applicable provisions of FERPA and other state or federal laws with respect to the data shared under this Agreement ; (v) To the best of its knowledge, ITC believes that all applicable educational entities have complied with FERPA, including, without limitation, sending an annual FERPA notification to parents that indicates how the educational entities define "school official" and "legitimate educational interest."; and (vi) in accordance with OAC 3301-3-06(5), ITC shall ensure that it has authorization from each entity whose data will be shared with MCOECN and authorized third parties pursuant to this Agreement. In order to help ITC comply with any FERPA obligations, MCOECN agrees not to intentionally re-disclose any personally identifiable information contained in the Data except (i) when contracting with qualified third parties in order to provide the Services; (ii) when ITC or the underlying educational entity specifically directs MCOECN to re-disclose such records; or (iii) as required by law. While performing the Services, MCOECN agrees to act in accordance with any

relevant provisions of FERPA and agrees that MCOECN will use the Data only to fulfill its responsibilities under this Release.

MCOECN also agrees to safeguard any and all PII obtained from the ITC according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which MCOECN protects its own confidential information. Except as otherwise permitted by FERPA, its regulations, and other applicable laws, MCOECN further agrees not to disclose any Data under this Agreement in a manner that could identify an individual student to any other entity, nor attempt to infer or deduce the identity of any individual student based on Data provided by ITC, nor claim to have identified or deduced the identity of any student based on Data provided by the ITC. Furthermore, MCOECN agrees not to provide any Data obtained under this Agreement to any party ineligible or prohibited from receiving Data protected by FERPA. Likewise, MCOECN agrees to maintain all Data obtained pursuant to this Agreement in a secure computer environment in substantial conformance with the National Institute of Standards and Technology (NIST) special publication 800-53 and will 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 students, are subject to the provisions of this Agreement in the same manner as the original Data.

To the extent possible, unless the Parties enter into a subsequent Release, MCOECN will destroy or return all Data to ITC within thirty (30) days after this Agreement has ended. Upon request, MCOECN will notify ITC in writing of its compliance with this paragraph.

Except as otherwise required by law, MCOECN shall provide to ITC any materials designed for public dissemination, based in whole or in part on Data obtained under this Agreement, at least ten (10) days prior to dissemination.

To the extent that MCOECN contracts with a third party to perform any of the Services set forth in this Agreement, MCOECN represents that it will ensure that all such third-party agreements conform to the terms of this Agreement, including confidentiality and destruction or return of student data.

MCOECN is not responsible to ITC, any underlying educational entity or any third party for unauthorized access to the Data or the unauthorized use of the Services as a result of ITC or an underlying educational entity's intentional or unintentional error, omission, or failure to adhere to FERPA or other applicable laws. ITC is responsible for the use of the Services by any person or entity, including but not limited to, any of ITC's employees, any person ITC authorizes to use the Services, any person to whom ITC has given access to the Services, and any person who gains access to ITC's data or the Services as a result of ITC's failure to use reasonable security precautions, even if such use was not authorized by ITC.

Upon breach of any of the provisions, obligations or duties embedded in this Agreement, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach of default is not a waiver of such subsequent occurrences, and the parties retain the right to exercise all remedies mentioned herein.

This Agreement may be modified or amended provided that any such modification or amendment is in writing and is signed by the parties to this Agreement. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendment.

Neither this Agreement, nor any rights, duties, or obligations described herein shall be assigned by MCOECN to any other entity without the prior express written consent of the ITC and the originating District from which any data may have come. However, this provision will not prohibit MCOECN from contracting with third-parties to perform Services, subject to the terms of this Agreement.

All terms and conditions of this Agreement are embodied herein. No other terms and conditions will be considered a part of this Agreement unless expressly agreed upon in writing and signed by both parties.

By acknowledging this authorization, the ITC's representative, with the authority of the ITC's Governing Board and on behalf of such board, hereby acknowledges and gives authority to MCOECN to obtain the Data from the ITC or its underlying educational entities for the purposes outlined in Exhibit A.

The Parties expressly acknowledge and agree that the purpose of this agreement is for MCOECN to facilitate the transfer, loading, storage, and secure presentation of data and accordingly, MCOECN does not obtain ownership of any data it processes or otherwise provides services for pursuant to this Agreement. Therefore, MCOECN shall not engage in "data mining," or otherwise use any portion of the data provided by ITC pursuant to this Agreement, for its own profit making purposes or otherwise, or to sell any portion of any such data to any other entity, whether or not such data constitutes confidential information.

Acknowledged and Agreed to by:

MCOECN	<u>ACCESS Council</u> ITC
_____ Signature	<u>Lisa Smith</u> Signature
_____ Name, Title	<u>Lisa Smith, Executive Director</u> Name, Title
_____ Date	<u>1-7-2019</u> Date

EXHIBIT A

Management Council Data Interchange State Initiatives for FY19

MCOECN will be using Jitterbit, a third-party software, this school year for several Ohio initiatives. Each ITC is responsible for obtaining the necessary permissions and authority to provide MCOECN with proper authorization to access the Data via an API or other relevant methods supported by an application. All such access, whether in-person, remote, manual, or autonomous, is covered by the Release.

X SAS Enrollment

SAS creates student projection reports that are part of the EVAAS value added website. These reports look at each student's performance on their previous years' state assessments to project the likelihood of the student meeting certain performance thresholds on the current year's assessments. The MCOECN will access an enrollment file that shows where all applicable students are enrolled for the 2018-19 school year so that so that SAS can "re-roster" the students and, once the EVAAS site releases reporting in October, teachers can see the projection reports and data of the students they are teaching for the current school year.

The file format is demonstrated below and is the same four column format that was used for the last few years.

Ohio Educational Entity IRN(2018-2019)	School IRN(2018-2019)	Student Grade (2018-2019)	Student SID (2018-2019)

X Roster Verification

The process that provides teachers and principals the ability to actively participate in validating which teacher teaches what subjects to which students for how much time, in support of the value-added student growth measure. This process, facilitated through software provided by Battelle for Kids (BFK), provides transparency that promotes trust in the value-added student growth measure. This data ultimately is transferred to SAS for the generation of the value-added student growth measure. The MCOECN will access building information, staff information, roster information, and student information.

The ITC agrees that this Release applies to all of the educational entities for which it serves except for those explicitly listed below.

Entity Name	Entity information retrieval number (IRN)

CONSENT FORM

WHEREAS, the _____ School District Board of Education ("Board") is a member of ACCESS and receives certain services from ACCESS pursuant such membership; and

WHEREAS, in order to facilitate its services to entities such as the Board, ACCESS has entered into an agreement (the "Agreement") with the Management Council of the Ohio Education Computer Network ("MCOECN"); and

WHEREAS, the information to be shared with MCOECN pursuant to the Agreement, includes, but is not limited to student, financial, library, human resources, and other sensitive data which may contain students' and staff's personally identifiable information ("PII") and financial information about the ITC or its customers ("Data").

NOW THEREFORE, be it agreed by and between the Board and ACCESS as follows:

Section I. The Board hereby consents to ACCESS sharing information and data with MCOECN pursuant to the Agreement, which is attached hereto as Exhibit A. This consent shall remain valid during the term of the Agreement referenced herein including any renewals of said Agreement so long as there is not a change to any material term of said Agreement.

Section II. The Board finds and determines that ACCESS, MCOECN have a legitimate educational interest in the information that is to be shared by ACCESS with MCOECN, pursuant to the Agreement, as well as any third party that MCOECN must share such information in order to facilitate the Agreement.

Section III. ACCESS remains responsible for maintaining compliance with laws, its policies and contractual agreements with the Board concerning personally identifiable information and disclosure of the same.

IN WITNESS WHEREOF, the authorized representatives of the Parties have each set their hand hereunder in order to signify their intent to be bound by the foregoing.

**SCHOOL
DISTRICT BOARD OF EDUCATION**

ACCESS

President

Lisa Smith, Executive Director

Date

1-7-2019
Date

Treasurer

Date

