

DATA SHARING AGREEMENT

I. Parties

This data sharing agreement is entered into on _____, 20____, between the Montana Office of Public Instruction (OPI) and the _____ School District (District).

II. Purpose

The purpose of this agreement is to allow the parties, OPI and the District, to transfer students' personally identifiable information (PII) between the parties. The data exchange will allow student access to electronic transcripts through Parchment. The data exchange will also allow the OPI to analyze the data for research and policy development, provide analytic information through its longitudinal data system, and to provide the district with student level and aggregate data.

III. Responsibilities of the Parties

- A. The OPI currently pays Parchment on behalf of the District. This funding may cease at any time, and the OPI may not be able to continue its contract with Parchment. The District understands and agrees that at that time, the District will be notified that the OPI will/will not continue its contract with Parchment, and the District may either continue to contract directly with Parchment for a fee paid by the District or through a fee charged to the District's students for the transcript service.
- B. With or without financial support from the OPI, the District understands it shall have a separate data sharing and licensing agreement with Parchment.
- C. The OPI will not validate or alter the data received from the district, or use the PII transcript data for federal reporting. The OPI will pass the data through to Parchment on behalf of the district for the purpose of access by students of the district to an electronic transcript. However, the OPI may, at the request of the district, and if applicable, extract files from Infinite Campus, upload files extracted from Infinite Campus or received from the district via transfer.mt.gov or another secure means of transmission, and post data in the system to assist the district. The OPI will not certify any data.
- D. The District will provide PII data to the OPI throughout the term of its agreement with Parchment in an approved format required by the OPI and the terms of the District's agreement with Parchment.

IV. Data Privacy and Confidentiality

- A. The parties agree that the transcript information and PII sent to the OPI by the District remain the property of the District, and the District will have access to the data through the OPI longitudinal data system.
- B. The parties agree to abide by the provisions of the Educational Rights And Privacy Act (FEPPRA), 20 U.S.C. 1232g, and other applicable law or regulation on student PII confidentiality, including the provisions of 34 CFR 99.31 regarding dissemination of student information;
- C. The OPI will protect the student level PII received from the District and will not redisseminate the data, except as permitted under this Agreement or by law or regulation; and
- D. The OPI will restrict access to the PII by its personnel, agents, and/or consultants, if any, who need access and who have been advised of and have agreed in writing or are otherwise bound to treat such information in accordance with the terms of this Agreement, OPI Student Records Confidentiality Policy and FERPA.

V. Payment and Fees

No fees will be charged by either party.

VI. Term

This agreement will be in effect upon signature of an authorized representative of both parties and remain in effect until specifically terminated in writing with 30 days notice by either party.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date written above.

MONTANA OFFICE OF PUBLIC INSTRUCTION

BY: _____

BY: _____

SCHOOL DISTRICT

BY: _____

BY: _____