

## **DATA SHARING AGREEMENT**

This Data Sharing Agreement (Agreement) is made by and between the Junior College District of Metropolitan Kansas City, Missouri, a/k/a Metropolitan Community College (MCC), a public community college district and political subdivision of the State of Missouri, with a principal address of 3200 Broadway, Kansas City, Missouri 64111, and Raytown C-2 School District (School), with a principal address of 6608 Raytown Rd, Raytown, MO 64133.

This Agreement provides for School to communicate confidential student data with MCC for the purpose of enabling School to collect and analyze college placement test data administered to current and former School students in order to extract program performance data and information required to fulfill School's reporting requirements to the State of Missouri's Department of Elementary and Secondary Education (DESE), as well as any federally mandated reporting requirements that now exist or may be required in the future.

### **1. Definitions.**

**A.** "Disclose" or "Disclosure" means the release of information with or without a disclosure release from the individual to whom the information pertains.

**B.** "Individual student record information" includes data elements maintained by, or on behalf of, providers of education services, which are needed to satisfy certain federal, state and local performance accountability requirements.

**2. Term and Termination.** The term of this Agreement shall be from August 1, 2018, through July 31, 2019, unless terminated earlier in accordance with the terms and conditions set forth herein. MCC retains a unilateral right to terminate the Agreement if the necessary data sources to accomplish the stated purposes of the Agreement become unavailable. The Agreement may be terminated immediately, upon written notice, should changes in governing state or federal laws or regulations render performance hereunder illegal, impracticable, or impossible. Additionally, either party may terminate this Agreement without cause by providing thirty (30) days' written notice to the other party.

### **3. Confidentiality.**

**3.1. FERPA.** Access to the education records of any student shall be in compliance with the Family Educational Rights and Privacy Act (FERPA), 34 CFR §§ 99.31(a)(3)(iv), which states that ". . . an institution may disclose personally identifiable information from a student's education record without that student's consent if it is to authorized representatives of "State and local education authorities."

**3.2. Authorized Use of Confidential Information.** The following uses of confidential student data provided by MCC to School satisfy the FERPA exceptions to non-disclosure of USC 1232g(b)5 "as necessary for audit and evaluation of federally or state supported educational programs," and USC 1232g(b)(1)(F) "organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instruction, if such studies are conducted in such a manner as will not permit the personal identification of students and their parents by persons other than representatives of such organizations and such information will be destroyed when no longer needed for the purpose for which it is conducted", as follow:

i. Satisfying, or contributing to, performance measurement and reporting requirements by providing student level demographic and academic achievement data for the purpose of determining the effectiveness of student placement and discerning which the services are strongly associated with desired student outcomes.

ii. Satisfying, or contributing to the improvement in student performance as required by DESE and the Missouri School Improvement Program (MSIP5), 5 CSR 20-100.105.

iii. Satisfying, or contributing to, future performance measurement needs identified during the Agreement period by either party. Such uses may be specified and attached to the Agreement as an amendment.

### **3.3. Restrictions on Use of Information.**

i. The parties mutually agree that the following named individual is designated as Custodian of the files provided by MCC to School: Michele Eagle (Custodian). The Custodian will be personally responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in the Agreement to prevent unauthorized use. School agrees to notify MCC within thirty (30) days of any proposed change in custodianship. The parties mutually agree that MCC may disapprove the appointment of a new custodian and/or request the immediate return of its own records.

ii. The parties mutually agree that the following named individual will be designated as the point of contact under this Agreement on behalf of MCC: Christine Atkinson, Enrollment Manager.

iii. School agrees that within the School institution, access to the original data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this section and to those individuals on a need-to-know basis only.

## **4. Records.**

**4.1. Disclosure.** Pursuant to the requirements of 34 CFR § 99.32, both parties shall maintain a record of each disclosure and keep that record with the records of the student as long as those records are maintained. These disclosure records will identify the parties who requested or received the information and their legitimate interests in obtaining it. As the disclosure will be to a state or local educational authority, the record must also indicate if that authority made any further disclosures. The total record of disclosure must be available in response to an eligible student's request to review the record of disclosures.

**4.2. Retention of Original Data.** School shall retain original data files and any derivative files that continue identification of individuals and/or education entities only for the period of time required to fulfill its responsibilities.

**4.3. Return or Destruction of Records.** When the purpose of the Agreement has been completed, the authorized person for MCC will notify School either to return the files or to certify destruction of the files in writing within thirty (30) days of receiving the

instruction. If MCC elects to have its data returned, School agrees to return all such files within thirty (30) days of receiving notice to that effect. School agrees that no data from the original files, or any parts thereof, shall be retained when the aforementioned files are returned or destroyed unless authorization in writing for the retention of such files has been received from the appropriate authorized person designated in the Agreement.

**5. Notices.** All communications relating to this Agreement shall be in writing and may be (i) hand delivered, (ii) sent by overnight courier, (iii) shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested, or (iv) upon confirmation of receipt when sent by electronic mail to the parties at the addresses written below.

Notices to MCC shall be sent to:

Attn: Christine Atkinson  
Metropolitan Community College - Longview  
500 SW Longview, Rd.  
Lee's Summit, MO 64081  
Email address for notices: christine.atkinson@mckkc.edu.

Notices sent to School shall be sent to:

Attn: Michele Eagle  
Raytown Quality Schools  
6608 Raytown Rd  
Raytown, MO 64133  
Email address for notices: Michele.Eagle@Raytownschools.org.

**6. Powers and Authority.** Neither party may sign any document, perform any act, or make any commitment nor undertaking on behalf of the other party without such other party's express written consent.

**7. No Agency.** Nothing in this Agreement shall create an agency, partnership, or joint venture between MCC and School.

**8. No Debarment.** School represents that it is not debarred or suspended from doing business with the federal government and/or any state government, and shall notify MCC if it becomes debarred or suspended during the Term of this Agreement.

**9. Limitations on Liability.** To the extent permitted by applicable federal or state law, each party to the Agreement shall be responsible for the acts and omissions of its own employees. The parties shall not be held responsible for the misuse of data disclosed under this Agreement by the other party or employees or agents of the other party.

**10. No Waiver.** The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to the parties under applicable Missouri governmental immunities law.

**11. Non-Discrimination.** The parties agree that no person shall be excluded from participation in, be denied the benefit of, or otherwise to subjected to discrimination in the performance of this Agreement on the ground of race, color, religion, age, sex, sexual orientation, gender identity, disability, national origin, veteran status or any other status protected by

applicable law. The parties shall also abide by the requirements of 41 CFR § 60-300.5(a), and 41 CFR § 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

**12. Waiver/Strict Performance.** Failure by either party to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision of the Agreement.

**13. Severability.** If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

**14. Compliance with Laws.** During the performance of its obligations under this Agreement, the parties agree to conduct its activities hereunder in strict compliance with all applicable federal, state, and local laws.


**15. Governing Law.** This Agreement is governed by and constructed in accordance with the laws of the state of Missouri. Any legal action in connection with this Agreement shall be filed in the Circuit Court of Jackson County, Missouri, the United States District Court for the Western District of Missouri, as appropriate, to which jurisdiction and venue the Parties expressly agree.

**16. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all offers, negotiations, discussions, and other agreements that occurred prior to the date of the execution of this written Agreement. Any amendments to this Agreement must be in writing and executed by both parties.

**17. Execution.** This Agreement may be executed in counterparts, which together constitute one and the same Agreement. If a party sends a signed copy of this Agreement via digital transmission, such party will, upon request by the other party, provide an originally signed copy of this Agreement. No members, officers, successors, or assigns of the parties incurs personal liability by the execution or default of this Agreement. All such liability is released by the parties as a condition of and consideration of the execution of this Agreement.

The parties have caused this Agreement to be executed by their authorized representatives on the day and year written below.

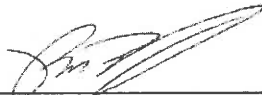
**Junior College District of Metropolitan  
Kansas City, Missouri**

By:   
Name: Dr. Kimberly Beatty  
**Chancellor/CEO**

Title: \_\_\_\_\_

Date: 8/14/16

**Raytown C-2 School District**

By:   
Name: Brian Huff

Title: Associate Superintendent of C&I

Date: 8/2/2018

**REC'D**  
**AUG 02**  
**CHANCELLOR'S OFFICE**

**Office of the Chancellor Signature Request Form**

**Date Submitted:** 8/2/2018  
**Submitted By:** Christine Atkinson  
**Phone:** 816-604-2362

**Authorized by:** Dr. Goswami  
**Signature:** Christine Atkinson

**Document Type:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Agreement/Contract/MOU* | <input type="checkbox"/> Non-Local Travel Reconciliation       |
| <input type="checkbox"/> Check Request                      | <input type="checkbox"/> Preauthorization for Non-Local Travel |
| <input type="checkbox"/> Correspondence                     | <input type="checkbox"/> Purchase Requisition                  |
| <input type="checkbox"/> Grant                              | <input type="checkbox"/> Request for Tuition Waiver            |
| <input type="checkbox"/> Group Travel Planning Request      | <input type="checkbox"/> Vacation/Personal Leave Request       |
| <input type="checkbox"/> Invoices                           | <input type="checkbox"/> Other                                 |
| <input type="checkbox"/> Mileage Reimbursement              |  |

**Background:** Updating data sharing contract with Raytown School District for 2018/19 academic year

**\*CONTRACT CERTIFICATIONS**

**Legal Department Contract No./Name:** Data Sharing Agreement

The Submitting Department understands and acknowledges:

1. If, applicable, the goods/services covered by the contract have been procured in accordance with all applicable provisions of Missouri law, regulations, and MCC's policies and procedures;
2. All applicable MCC policies, procedures, and processes have been followed and all appropriate departments have approved the provisions in the contract that are within their area of responsibility;
3. Confirms that all business terms and provisions are clearly and accurately stated; and
4. Confirms review and approval of the contract.

**Vice Chancellor/College President:** Signature: [Signature] Date: 8/2/18

**Legal Department Certification:** The Legal Department approves this contract only as to legal form and not substance. The Legal Department's approval is not a substitute for administration review in accordance with the College's policies, procedures, or processes. All applicable departments and administrative authorities shall review and approve the provisions of the contract that are within their area of responsibility. I have reviewed the aforementioned contract entirely and attest that it is in acceptable legal form and ready for final execution. The contract is not otherwise objectionable on legal, as opposed to administrative, grounds; except as noted in any attached memorandum.

**Signature:** [Signature] **Date:** 8/2/18  
*PHT*

**Return To:** Pam Tyrell  
 Will Pick-Up Phone: 816-604-1090  
 Interoffice Mail Campus/Building/Room Number: AC-BP-150

Signature request forms are required for each document requiring the Chancellor's signature.  
All fields are required to be completed.  
All pages requiring signature must be clearly flagged.  
Documents must be completely filled out.  
Do not staple documents.