



Emery School District Data Sharing Agreement

Prior to sharing personally identifiable student information for purposes of educational studies on behalf of educational agencies or institutions, Emery School District must enter into a written agreement. This agreement establishes the terms and conditions under which the Emery School District will grant access of personally identifiable information (PII) from education records to Hapara, Inc. (Applying Entity/Organization) Requirements for data sharing agreements to disclose student data for internal educational purposes for educational agencies or institutions:

Purpose Description: Hapara will license its SaaS based suite (the “Service”) to the District for one or more annual subscriptions periods. The Service will be used in support of District educational purposes; to wit, monitoring and if licensed, filtering student web browser sessions, and assisting teachers to interact with students for digital pedagogical purposes.

Limited PII is collected which enables the District to tie individual student work and activities to the students. Specific information collected is attached here to as an exhibit. No PII is made available to users not approved and authorized by the District.

Emery School District will not disclose all of the personally identifiable information from its education records; it will determine only the specific elements the authorized representative needs and disclose only those, all of which are identified in the attached exhibit. Agreement requires the authorized representative to use personally identifiable information only to meet the purpose of the disclosure as stated in the written agreement and not for other commercial purposes or further disclosure, except as required by law or approved by the District. Approval to use the personally identifiable information (PII) from the education records for the SaaS Service does not confer approval to use it for another. Designated individual or entity that will serve as the authorized representative. Only Hapara implementation, training and support personnel will have any access to any District PII.

The agreement requires the authorized representative to conduct the study not identifying students or their parents. The authorized representative will allow internal access to personally identifiable information (PII) from education records only to individuals with a need to know for the purposes of the Service. All authorized representatives will take steps to maintain the confidentiality of the personally identifiable information (PII) at all stages of the study by using appropriate disclosure avoidance techniques.

Monitoring implementation of data sharing agreements:

In addition to all of the precautions addressed above, agreement requires the following assurances to protect personally identifiable (PII) information from further disclosure and unauthorized use:

- Emery School District may require the authorized representative to provide a certification indicating that an independent vulnerability or risk assessment of this data security program has occurred. Emery School District maintains the right to inspect the authorized representative’s premises or technology used to transmit or maintain data
- Emery School District may request the organization’s policies and procedures to protect privacy and data security, including the ongoing management of data collection, processing,

storage, maintenance, use, and destruction. Emery School District may also verify that the authorized representative has a training program to teach its employees about FERPA, and to protect personally identifiable information from education records.

- If applicable, Emery School District may verify that the authorized representative has appropriate disciplinary policies for employees that violate FERPA, including termination in appropriate instances
- Emery School District maintains the right to conduct audits or other monitoring activities of the authorized representative's data stewardship policies, procedures, and systems. If, through these monitoring activities, a vulnerability is found, the authorized representative must take timely appropriate action to correct or mitigate any weaknesses discovered; and
- As applicable, Emery School District maintains the right to review any data prior to publication and to verify that proper disclosure avoidance techniques are used, and maintains the right to approve reports prior to publication to ensure they reflect the original intent of the agreement

Consequences for failure to comply with data sharing agreements

An individual may file a written complaint with Emery School District regarding an alleged violation of a data sharing agreement or contract. A complaint must contain specific allegations of fact giving reasonable cause to believe that a violation of a data sharing agreement or contract has occurred. Emery School District will investigate all reasonable and timely complaints. Emery School District may also conduct its own investigation without a complaint, or if a complaint has been withdrawn, to determine whether a violation has occurred.

As required by FERPA, if an authorized representative that receives data to perform evaluations, audits, or compliance activities improperly discloses the data, Emery School District shall deny that representative further access to personally identifiable data for at least five years. In addition, Emery School District may pursue penalties permitted under state contract law, such as liquidated damages.


By the signatures of representatives below, Emery School District and Hapara, Inc., intending to be legally bound, agree to all of the provisions of this Data Sharing Agreement.

Name of representative of Applying Entity/Organization: Hapara, Inc.



Signature: _____ Date: 9/10/21

Emery School District representative: ~~Date~~ Samson

Signature:  Date: 9/10/21