



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

NinGenius Studios LLC (Applying Entity/Organization)

Requirements for data sharing agreements to disclose student data for studies or curriculum software enhancements, on behalf of educational agencies or institutions:

Purpose:

Purpose of the study or curriculum software to be conducted; scope duration of the study or software implementation, and information to be disclosed.

*This description must include why disclosure of personally identifiable (PII) information from education records is necessary to accomplish the goal.

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. 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 commercial purposes or further disclosure. Approval to use the personally identifiable information (PII) from the education records for one study, audit, or evaluation does not confer approval to use it for another.

Designated individual or entity that will serve as the authorized representative.

*If an entity, specify the individuals directly responsible for managing the requested data.

This agreement requires the authorized representative to conduct their service in a manner that does not permit the personal identification of parents and students by anyone other than representatives of the organization with legitimate interests. The agreement requires the authorized representative to conduct the service 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. The authorized representative will take steps to maintain the confidentiality of the personally identifiable information (PII) at all stages of the service.

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 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 if 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
- 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

NinGenius Studios LLC, intending to be
legally bound, agree to all of the provisions of this Data Sharing Agreement.

Name of representative of Applying
Entity/Organization Curtis Winters

Signature:  Date: Sept. 6, 2023

Emery School District representative _____

Signature: _____ Date: _____