

**EDUCATIONAL DATA ACCESS AND USE AGREEMENT**

**BETWEEN THE OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION AND**

**DISTRICT OF COLUMBIA STATE ATHLETIC ASSOCIATION**

**AND**

**[NAME OF LEA]**

**AS AUTHORIZED REPRESENTATIVES**

**I. INTRODUCTION**

This **EDUCATIONAL DATA ACCESS AND USE AGREEMENT** (“Agreement”) is entered into between the **DISTRICT OF COLUMBIA, OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION** (“OSSE”), **DISTRICT OF COLUMBIA STATE ATHLETIC ASSOCIATION** (“DCSAA) and **NAME OF LEA** (“name”), collectively referred to herein as the “Parties”.

**II. BACKGROUND**

OSSE is the State Education Agency (SEA) for the District of Columbia; and OSSE, as the SEA, in accordance with the Federal Family Educational Rights and Privacy Act (FERPA), and in particular 34 CFR 99.31(a) (3) (iv) and 99.35, is empowered to designate authorized representatives to assist OSSE in carrying out any audit, evaluation, enforcement, and/or compliance activities related to Federal- or state-supported educational programs. DCSAA is an association of District of Columbia public schools, public charter schools, and independent schools (private and parochial schools) and that serves students participating in interscholastic athletics in the District of Columbia and provides leadership and support for state athletic programs seeking to enrich the health and educational experience of all student athletes. [INSERT NAME OF LEA] is [INSERT DESCRIPTION].

OSSE collects educational data from publicly funded District of Columbia Local Education Agencies (LEAs) and schools and has adopted a policy and procedure for designating authorized representatives to assist OSSE with the audit, evaluation, enforcement and/or compliance. DCSAA has agreed to perform audit, evaluation, enforcement, and/or compliance activities on behalf of OSSE.

**III. PROGRAM GOAL AND OBJECTIVES**

OSSE is a state education authority that, for the limited purposes of this Agreement, designates DCSAA as its Authorized Representative for only one or more of the following purposes: assisting OSSE in assembling data to conduct an evaluation of a publicly funded education program, audit of a publicly funded education program, or comply with or enforce a federal regulation related to a publicly funded education program.

The purpose of this Agreement is to facilitate exchange of data from educational records that is necessary to ensure compliance with and required reporting under Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.) and the Title IX Athletic Equity Act of 2015 (D.C. Official Code § 38-841.01 et seq.) in District of Columbia middle school and high school athletic programs.

This Educational Data Access and Use Agreement is based on the following principles:

- A. The parties agree to comply with the provisions of FERPA in all respects. For purposes of this Agreement, “FERPA” includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations and reauthorization when effective. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation.
- B. In accordance with FERPA, and in particular 34 CFR 99.31(a)(3)(iv) and 99.35, OSSE is a state education authority that, for the limited purposes of this Agreement, designates DCSAA as its Authorized Representative to ensure compliance with and required reporting under Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.) and the Title IX Athletic Equity Act of 2015 (D.C. Official Code § 38-841.01 et seq.) in District of Columbia middle school and high school athletic programs.
- C. The Parties agree that personally identifiable student data from educational records is necessary to fully and effectively implement the aforementioned program consistent with applicable federal and District laws.
- D. The Parties acknowledge that OSSE in its role as the State Education Agency for the District of Columbia is responsible for protecting the confidentiality of personally identifiable information in educational records and for ensuring that disclosure of such personally identifiable information complies with all applicable laws.

The Parties further acknowledge that as an Authorized Representative of OSSE DCSAA is responsible for protecting the confidentiality of personally identifiable information in educational records and for ensuring that disclosure of such personally identifiable information complies with all applicable laws in a manner consistent with and identical to OSSE’s responsibilities under the law.

- E. The Parties agree that the terms in this Agreement will have the definitions ascribed to them in the Family Educational Rights and Privacy Act [Pub. L. 90-247, 80 Stat. 783 (Jan. 2, 1968), as codified at 20 U.S.C. § 1232g], and the U.S.

Department of Education's implementing regulations [34 C.F.R. § 99 et seq.].

IV. SCOPE OF SERVICES

A. RESPONSIBILITIES OF [NAME OF LEA]

1. [NAME OF LEA] will disclose to DCSAA for all student athletes:
  - a. Student first name and last name.
  - b. Student date of birth.
  - c. Student gender.

B. RESPONSIBILITIES OF DCSAA

1. DCSAA will disclose to OSSE for all student athletes from [NAME OF LEA]:
  - a. Student first name and last name.
  - b. Student date of birth.
  - c. Student gender.
2. DCSAA acts as Authorized Representative for OSSE under this Agreement. DCSAA will not retain or release personally identifiable information provided under this Agreement except as specifically authorized under this Agreement.
3. DCSAA will use and store data disclosed to DCSAA pursuant to this Agreement in a manner that will preserve the confidentiality of personally identifiable information and will ensure that this information is not disclosed to anyone other than responsible DCSAA for the purposes of implementing the Agreement.
4. Without prior written OSSE consent, DCSAA will not re-disclose data disclosed to DCSAA pursuant to this Agreement to any other person, entity, or governmental agency not specifically authorized in this Agreement.
5. DCSAA may use the data provided by OSSE to report aggregate data publicly and to DC Council. Any such reporting shall not disclose data for any subgroups where the number of students reported is less than 10 and shall follow best practices for protecting student personally identifiable information as set forth in [Frequently Asked Questions—Disclosure Avoidance](#).
6. DCSAA will use data disclosed to DCSAA pursuant to this Agreement only for the purpose of ensuring compliance with and required reporting under Title IX of the

Education Amendments of 1972 (20 U.S.C. §1681 et seq.) and the Title IX Athletic Equity Act of 2015 (D.C. Official Code § 38-841.01 et seq.) in District of Columbia middle school and high school athletic programs.

7. DCSAA will respond within a reasonable time to OSSE's requests for any information, reports, or other assurances of DCSAA's ongoing compliance with this Agreement.
8. OSSE retains full ownership rights to the information in the education records it provides to DCSAA. DCSAA agrees to destroy all personally identifiable information provided by OSSE:
  - a. At OSSE's request;
  - b. When the data are no longer needed to achieve this Agreement's purposes;
  - c. Upon termination of this Agreement pursuant to section IX; or
  - d. As otherwise required by State or Federal law.

DCSAA shall confirm in writing to OSSE its compliance with the terms of this paragraph within five (5) business days of destroying the data. The written notification shall be sent to [Gwen.Rubinstein@dc.gov](mailto:Gwen.Rubinstein@dc.gov) and [osse.datasharing@dc.gov](mailto:osse.datasharing@dc.gov).

9. In the event of a breach of this Agreement in the form of an unauthorized re-disclosure of data that is not otherwise permissible pursuant to this Agreement, DCSAA must notify OSSE of the breach within 24 hours of the date on which DCSAA became aware of the breach. The written notification shall be sent to DCSAA and [osse.datasharing@dc.gov](mailto:osse.datasharing@dc.gov). OSSE may take any actions authorized by law to remediate the breach, including, without limitation, exclusion of DCSAA from future access to educational data. Failure to provide notification under this paragraph is grounds for termination of the Agreement.

#### C. RESPONSIBILITIES OF OSSE

1. OSSE will disclose to DCSAA for all student athletes from [NAME OF LEA]:
  - a. Gender
  - b. Race
  - c. Ethnicity
  - d. Address
  - e. Grade and Year entered 9<sup>th</sup> grade (if available)

#### V. AUTHORITY FOR AGREEMENT

The Parties are authorized to enter into this Agreement pursuant to D.C. Official Code § 1-301.01(k). This Agreement is further subject to the provisions of the Family Educational Rights and Privacy Act [Pub. L. 90-247, 80 Stat. 783 (Jan. 2, 1968), as codified at 20 U.S.C. § 1232g], and the U.S. Department of Education's implementing regulations [34 C.F.R. § 99 et seq.].

VI. COMPLIANCE AND MONITORING

OSSE may periodically monitor DCSAA's compliance with the terms of this Agreement.

VII. INFORMATION SECURITY

The Parties to the Agreement will use, restrict, safeguard and dispose of all information related to services provided by this Agreement in accordance with all relevant federal and local statutes, regulations, policies and guidance.

The parties will adhere to generally accepted policies on information security, access and employee controls in the handling of personally identifiable confidential information. Such policies will adhere to best practices and standards within the education community related to information security and will include technical, operational and physical controls.

VIII. EFFECTIVE DATE

This Agreement shall be effective upon execution by the date of the last signatory.

IX. DURATION/TERMINATION

The period of this Agreement is from May 1, 2018, through November 30, 2019, unless terminated in writing by the Parties prior to the expiration. The Parties may extend the term of this Agreement by exercising a maximum of one one-year option periods. Such extensions shall be agreed to in writing by the Parties.

X. NOTICE AND DATA POINTS OF CONTACT

Notices required under this Agreement shall be sent to the appropriate points of contact listed below.

The following individuals will serve as data points of contact under this MOA:

For OSSE:

Gwen Rubinstein  
Division of Data, Assessment & Research  
Office of the State Superintendent of Education  
1050 First Street, NE 4th Floor, Washington, DC 20002

[Gwen.Rubinstein@dc.gov](mailto:Gwen.Rubinstein@dc.gov)

For DCSAA:

Natalie Randolph  
1050 First Street, NE, 6th Floor  
Washington, DC 20002  
[Natalie.Randolph@dc.gov](mailto:Natalie.Randolph@dc.gov)

For LEA:

[Name of LEA]  
[POC of LEA]

XI. ENTIRE AGREEMENT and MODIFICATIONS

This Agreement constitutes the entire Agreement and understanding between the PARTIES. This Agreement shall supersede any prior promises, agreements, representations, undertakings or implications whether made orally or in writing between the Parties relating to the subject matter of this Agreement. The terms and conditions of this Agreement may be modified only upon prior agreement of the Parties. Such modification must be executed in writing and be signed by the duly authorized signatories of DCSAA, [Name of LEA] and OSSE.

The Parties execute this Agreement as follows:

_____	_____
Hanseul Kang, State Superintendent	Date
Office of the State Superintendent of Education	
_____	_____
Natalie M. Randolph, Title IX Coordinator	Date
District of Columbia State Athletic Association	
_____	_____
[Signatory Authority]	Date
[NAME OF LEA]	