STATE OF NORTH DAKOTA STATEWIDE LONGITUDINAL DATA SYSTEM
STUDENT INFORMATION SYSTEM AGREEMENT
August 2020

I.   PARTIES

The parties to this agreement [Agreement] are the State of North Dakota, acting through its Information Technology Department [ITD] and Statewide Longitudinal Data System Committee [SLDS Committee], collectively referred to as [State], and _____ [School District], each a [Party] and collectively [Parties].

II.   PURPOSE

The purpose of this Agreement is to set forth the terms for the management, delivery, support, and hosting of PowerSchool and the Statewide Longitudinal Data System [SLDS] for State of North Dakota public schools and school districts [School Districts]. The terms and conditions related to management, delivery, support, and hosting of the SLDS and are contained in Appendix A.

This Agreement further defines the parameters for sharing information between the Parties in a manner consistent with the Federal Education Records Privacy Act of 1974 [FERPA]. The terms and conditions related to the disclosure and use of a School District's education records disclosed to ITD and the SLDS Committee for the implementation and operation of the SLDS are contained in Appendix B and C.

III.   AUTHORIZATION FOR DISCLOSURE

The School District understands and consents to the use of personally identifiable information [PII] from its education records by State for the purpose of conducting studies, and for the purpose of conducting evaluations and audits of educational programs and institutions or for compliance with federal or state legal requirements that relate to those educational programs and institutions. The School District further understands that this use and disclosure of its PII may be merged with PII or wage data from other School Districts or state agencies. Any such use or disclosure of PII is at all times subject to the limitations set forth in FERPA, state law, and this Agreement.

IV.   TERM OF AGREEMENT

This Agreement term (Term) begins on upon execution by both parties, and ends on June 30, 2024. The parties, upon mutual agreement, may extend this Agreement for an addition period of three (3) years.

V.   SECURITY OF DATA

The Parties must assume responsibility of data received from each other and shall employ and maintain security measures to protect data from unauthorized physical and electronic access. Methods employed to maintain the security of data are subject to review and approval by each Party.

The Parties must comply with all applicable federal and state laws and regulations protecting the privacy of individuals, including FERPA.

VI.   METHODS OF DATA TRANSFER

The Parties shall employ industry best practices, both technically and procedurally, to protect the data from unauthorized physical and electronic access during transfer, including security measures applicable to confidential information stored at or disclosed by State. Methods of transfer employed are subject to review and approval by the Parties

VII.   DATA BREACH

a.   In the event of lost data, the Party must notify the other Party within forty-eight hours (48) after discovery of the loss.

b.   In the event of a data breach including disclosure or access of PII by an unauthorized individual, the Party must notify the other Party within forty-eight (48) hours after discovery of the breach.

c.   In either event, the Party must cooperate with the other Party with investigating the breach and in taking steps to remedy the breach.

d.   State in consultation with the School District must determine whether notice of the breach is to be provided to any individuals or enforcement agencies. State in consultation with the School District must determine which Party will give the notice of breach, the content of the notice, and the individuals and government agencies to which the notice is given.

e.   In all events, the Parties agree to use its best efforts to prevent a recurrence of the breach.

VIII.   SEVERABILITY

If any term of this Agreement is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the Parties are to be construed and enforced as if this Agreement did not contain that term.

IX.   ENTIRE AGREEMENT

This Agreement and attachments to the Agreement constitute the entire agreement between the Parties. No modifications, alterations, changes, or waiver to this Agreement or any of its terms are valid or binding unless accomplished by a written amendment signed by both parties.

X.   NOTICE

Absent notice to the contrary in writing, all communications shall be sent as follows:

STATE OF NORTH DAKOTA	SCHOOL DISTRICT
Statewide Longitudinal Data System Committee	(INSERT SCHOOL DISTRICT NAME)
Name:	Name:
Title:	Title:
Address:	Address:

STATE OF NORTH DAKOTA
Information Technology Department
Name:
Title:
Address:

XI. ASSIGNMENT

The rights, duties, obligations and interests of the parties set out in this Agreement may not be assigned or transferred.

XII. CONTINUING PRIVACY AND SECURITY OBLIGATION

The Parties rights and obligations regarding confidentiality, data breach, and destruction, as included in this Agreement and each Appendix shall survive the termination of this agreement.

XIII. EFFECTIVENESS OF AGREEMENT

This Agreement is not effective until fully executed by the Parties. If no start date is specified in the Term of Agreement, the most recent date of the signatures of the parties shall be deemed the Effective Date.

STATE OF NORTH DAKOTA	STATE OF NORTH DAKOTA
Statewide Longitudinal Data System Committee	Information Technology Department
BY:	BY:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

School District
(INSERT SCHOOL DISTRICT NAME)
BY:
Printed Name:
Title:
Date:

HOSTING AND SERVICE LEVEL AGREEMENT

I.   PURPOSE

Appendix A sets forth the terms and conditions related to management, delivery, support, and hosting of a student information system [SIS] and the Statewide Longitudinal Data System [SLDS].

II.   LEGAL REQUIREMENTS

Authority for PowerSchool as the mandated SIS for School Districts.
Each School District is required to acquire and use the student information system administered by the North Dakota Information Technology Department [ITD] as its principal student information system. N.D.C.C. § 15.1-07-33. ITD has acquired PowerSchool for use as the principal student information system. The School District that is a Party to this agreement appoints ITD as its School Official for the purpose of hosting and managing student level data in the student information system.

Authority for State to maintain the SLDS as an education data system for North Dakota PK-12 public schools.
ITD, at the direction of the statewide longitudinal data system committee [SLDS Committee], is required to operate and maintain a statewide longitudinal data system among education, workforce, and training entities. N.D.C.C. § 54-59-34 and § 54-59-38(1). ITD provides support and staff [SLDS Committee Staff] to the SLDS Committee for the operation of the SLDS. N.D.C.C. § 54-59-38.

The SLDS is a series of linkable data repository domains (e.g. K12, Postsecondary, workforce) that organizes and facilitates the analysis of education records and workforce data; facilitates creation of summary reports for use by stakeholders; and facilitates the creation of data analytic tools for education and workforce studies and performance evaluations to provide timely and relevant information for policy and practice. The information delivered through the SLDS will be used to help stakeholders identify viable pathways for achieving successful outcomes in education and work; inform decisions to support and improve education and workforce policy and practice; and assist in creating a more seamless education and workforce system. The SLDS is populated with education records and workforce data collected from the contributing state agencies, including the North Dakota University System, ND Department of Public Instruction, ND Department of Career and Technical Education, as well as K12 data from local educational agencies, School Districts, data from workforce development programs, wage data from Job Service North Dakota, and other economic development data.

The School District that is a Party to this SLA appoints ITD acting through the SLDS Committee as its authorized representative for the purpose of conducting audits and evaluations of School District's education programs. EduTech, a division of ITD, will provide primary PowerSchool and SLDS support and training for School Districts. Private North Dakota schools may use PowerSchool for their SIS and the SLDS, but it is not mandated.

FERPA Requirements and Compliance

School District data collected in PowerSchool and the SLDS is protected by the Family Educational Right to Privacy Act [FERPA] and the use of student data is governed by several North Dakota laws, including N.D.C.C. § 15.1-07-25.3. While FERPA uses the term Local Education Agency when referring to schools, North Dakota's statutory use of that term is limited to situations involving federal aid for special education, N.D.C.C. § 15.1-32-21, and the prohibition on aiding and abetting sexual abuse. N.D.C.C. § 15.1-19-26.

As a result, this Agreement will use the term "School District" in place of "local educational authority or agency" as used in FERPA.

III.   POWERSCHOOL TRAINING AND SUPPORT

Overview: EduTech will provide training and support to School Districts in the use of PowerSchool as their SIS which will include general levels of response, availability, and maintenance associated with PowerSchool.

Service Description: The EduTech Help Desk provides all support for local end-users using PowerSchool applications and serves as the single, official point-of-contact for escalating issues (which cannot be resolved locally) to PowerSchool Technical Support. ITD will provide ongoing operational support of PowerSchool including underlying hardware and software support and maintenance and deploying of new releases. To reach the EduTech help desk, PowerSchool administrators may call 1.800.774.1091, send e-mail to help@k12.nd.us, or submit a ticket online (iSupport) through EduTech's website. Support issues will be logged and routed to the appropriate staff person, and a response will be delivered within 24 hours.

Quality Assurance: All School Districts must be on the same version of the PowerSchool application at all times. EduTech will be required to coordinate with all School Districts when deploying new releases. EduTech and ITD will test and approve new PowerSchool releases prior to deployment.

Important PowerSchool FAQs may be found at the following web address:
http://www.edutech.nodak.edu/powerschool/support/faqs/

PowerSchool Help, Documents, and Tutorials may be found at the following web address:
http://www.edutech.nodak.edu/powerschool/support/

Upcoming PowerSchool Training Courses may be found at the following web address:
http://www.edutech.nodak.edu/powerschool/upcoming-courses/

IV.   STATE USE, TRAINING, AND ADVANCED SERVICES

Overview: ITD maintains a K12 data warehouse and makes this warehouse available to School Districts for their own reporting and analytic needs for the audit and evaluation of their educational programs and institutions. The K12 data warehouse is secure and each School District and staff

member authorized by the School District only has access to data related to that School District. As part of the effort to collect education data, ITD selected PowerSchool as the student information system to manage school and student data which allows for daily automated electronic reporting into the SLDS, alleviating the need for the School District to perform manual data extractions multiple times a year in order to report data to the K12 warehouse. Additionally, using PowerSchool as the student information system allows North Dakota to provide advanced services to the School District such as a School District secured data warehouse, state student id assignment, dashboards, analytics, and North Dakota Scholarship progress monitoring and verification. Electronic high school transcripts are generated daily and are required to be used by North Dakota public high schools when sending transcripts to North Dakota public institutions of higher education. See N.D.C.C. §§ 15.1-06-06(1)(g) and 15.1-21-02.9.

State provides optional services, which may change from time to time, that are available to the School Districts as a means of cost savings and efficiencies. As of June 2019 the optional services include: Automated reporting to Department of Public Instruction for mandatory State Educational Authority [SEA] data collections, interim or formative assessment data loaded into the SLDS warehouse provided through data sharing agreements with the assessment vendor, Department of Public Instruction Choice Ready data pre-fill, Student/Parent Education Portal allowing students' to monitor progress of North Dakota scholarship applications, college applications to North Dakota public institutions of higher education. To view the optional services currently available see https://www.slds.nd.gov/about-us/slds-optional-services.

Service Description: ITD will provide ongoing operational support to the SLDS Committee including personnel, underlying hardware, and software support and maintenance. The ITD Help Desk will provide configuration support for School District issues as escalated by the EduTech Help Desk.

Quality Assurance: ITD and EduTech will provide training on the use of the SLDS, data quality, and use of analytics and advanced reporting needs. Issues regarding data quality or report accuracy may be reported to ITD through the EduTech Help Desk.

Data collected in the SLDS: Data domains currently collected, and the services provided by ITD using the data within the SLDS can be found in Appendix D and E.

Optional services available through the SLDS may be found here:
https://www.slds.nd.gov/about-us/slds-optional-services

V.   SERVICE LEVELS SUPPORTING DOCUMENT: ITD ENTERPRISE SERVICE LEVELS

The hosting of PowerSchool and SLDS is provided by ITD and the specific hosting service level agreement may be found at: Districts SLA-DSA
To Log In use your k12.nd.us username and password

APPENDIX B
DATA SHARE AGREEMENT FOR STUDIES

I.   PURPOSE AND SCOPE

Appendix B defines the terms and conditions for sharing information between the Parties in a manner consistent with the Federal Education Records Privacy Act of 1974 [FERPA]. Pursuant to 34 C.F.R. § 99.33(a)(6) a School District may disclose student personally identifiable information [PII] from education records without consent to organizations conducting studies for, or on behalf of, schools, school districts, or post-secondary institutions.

The information will be used by SLDS authorized users to conduct studies designed to improve instruction for individuals in the State of North Dakota. The studies will allow the SLDS Committee and the School District authorized users to evaluate the School Districts educational programs on a systems level. The information will also assist the School District in determining pathways, progress, and predictors of its students post high school activity, including how prepared for post-secondary education students are who enroll in or graduate from the School District, whether students enroll in, persist, and complete post-secondary education; and student enrollment in remedial courses.

II.   COMPLIANCE WITH FERPA

The Parties shall in all respects comply with the provisions of FERPA. For purposes of this Appendix, FERPA includes any amendments or other relevant provisions of federal law, as well as Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this Appendix may be construed to allow the Parties to maintain, use, disclose, or share student information in a manner not authorized by federal law or regulation. The Parties agree to protect PII from education records, including any personal characteristics of a student, or parent, which could make the student's identity traceable by anyone other than the authorized agents of the Parties. In addition, any data set or output report that SLDS may generate using confidential data must be de-identified.

No Party may disclose data summaries based on student PII from educational records or otherwise release data or reports relating to any individual student unless permitted by law or as authorized by this Appendix.

III.   DURATION

The duration of the studies authorized under this Appendix is until June 30, 2024. The Parties, upon mutual agreement, may extend this Appendix for three (3) additional years.

IV.   INFORMATION TO BE DISCLOSED

The School District grants SLDS authorized users access to individual student-level SLDS data on students who are receiving or have received educational services from the School District. The specific data to be disclosed is defined in Appendix D, Data File Description.

V.   PERMITTED USE OF INFORMATION

The Parties may use and disclose data only to carry out the purpose of this Agreement which includes conducting the studies set forth in Appendix E. Access to PII obtained from education records will be limited to authorized users of the Parties who have a legitimate interest in the study. In addition, each study must be conducted in a manner that does not permit the identification of parents or students by anyone other than authorized representatives of the Parties which have a legitimate interest in the outcome of the study.

VI.   DATA OWNERSHIP

Nothing in this Appendix conveys ownership of any data shared by the School District.

VII.   DESTRUCTION

State must destroy all PII from educational records provided by the School District, including electronically stored data, when the data is no longer needed to achieve the purpose of a study conducted under this Appendix, or within five (5) years of the date the study is completed.

APPENDIX C
DATA SHARE AGREEMENT FOR AUDITS AND EVALUATIONS

I.   PURPOSE AND SCOPE

Appendix C defines the terms and conditions for sharing information between the Parties in a manner consistent with the Federal Education Records Privacy Act of 1974 [FERPA]. Pursuant to 34 C.F.R. § 99.33(a)(3) a School District may disclose student personally identifiable information [PII] from education records without consent to authorized representatives of the education authority for purposes of conducting audits and evaluations of Federal and state-supported education programs, or to enforcement or comply with Federal legal requirements that relate to such education programs.

The purpose of this Appendix is to enable and support the audit and evaluation of education programs offered by the School District including evaluation of the degree to which education programs are preparing students for post-secondary education and for success in the workforce.

II.   COMPLIANCE WITH FERPA

The Parties shall in all respects comply with the provisions of FERPA. For purposes of this Appendix, FERPA includes any amendments or other relevant provisions of federal law, as well as Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this Appendix may be construed to allow the Parties to maintain, use, disclose, or share student information in a manner not authorized by federal law or regulation. The Parties agree to protect PII from education records, including any personal characteristics of a student, or parent, which could make the student's identity traceable by anyone other than the authorized agents of the Parties. In addition, any data set or output report that is generated from the SLDS using confidential data must be de-identified.

No Party may disclose data summaries based on student PII from educational records or otherwise release data or reports relating to any individual student unless permitted by law or as authorized by this Appendix.

III.   AUTHORIZED REPRESENTATIVE

Pursuant to 34 C.F.R. § 99.33(a)(3) a School District may disclose PII from education records without consent to authorized representatives of the education authority. As a result, the School District designates ITD as its authorized representative for purposes of conducting audits, evaluations, and compliance monitoring in accordance with this Appendix.

IV.   DURATION

The duration of the studies authorized under this Appendix is until June 30, 2024. The Parties, upon mutual agreement, may extend this Appendix for three (3) additional years.

V. INFORMATION TO BE DISCLOSED

The School District grants SLDS authorized users access to individual student-level SLDS data on students who are receiving or have received educational services from the School District. The specific data to be disclosed is defined in Appendix D, Data File Description.

VI. PERMITTED USE OF INFORMATION

The Parties may use and disclose data only to carry out the purpose of this Agreement which includes conducting the audits, evaluations, and compliance monitoring set forth in this Appendix. Access to PII obtained from education records will be limited to authorized users of the Parties who have a legitimate interest in the audit, evaluation, or results of compliance monitoring. In addition, each audit, evaluation, and compliance monitoring must be conducted in a manner that does not permit the identification of parents or students by anyone other than authorized representatives of the Parties which have a legitimate interest in the outcome of the results.

In addition to any other requirement in this Appendix A or the STATE OF NORTH DAKOTA STATE LONGITUDINAL DATA SYSTEM DATA SHARING AGREEMENT: (1) any request to disclose PII from education records to an third-party (i.e., a legal entity that is not a Party to this Agreement) must be approved by the SLDS Committee.; and (2) any request to disclose confidential unemployment compensation wage data to a third-party must be approved in advance by Job Service North Dakota.

VII. DATA OWNERSHIP

Nothing in this Appendix conveys the ownership of any data shared by the School District.

VIII. DESTRUCTION

State must destroy all PII from educational records provided by the School District, including electronically stored data, when the data is no longer needed to achieve the purpose of a study conducted under this Appendix, or within the five (5) years from the date the record was provided unless it is a permanent record such a student's transcript.

**REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW**

APPENDIX D
INFORMATION DISCLOSED

Category	Item
Demographics	Student name(s), date of birth, gender
	School and state identifications for the student
	Race/Ethnicity
	Addresses and phone numbers
	Parent names and identifications which allows for parent login to Education Portal
Enrollment	Student enrollment in schools including dates and enrollment/ exit codes.
	Student period level attendance (calculate days present/days absent)
State Custom - student	State custom fields e.g. CTE cohort graduation year, student with child, displaced homemaker, received GED, Optional Curriculum date, Civics test passed date, section 504,
	DPI program participation details as indicated on the state/province – ND page in PowerSchool.
	Records release indicators which allow districts to release or not release student records
Academic Record	Student Course grades (all stored grades and standards from PowerSchool)
	Course details and course section details including course name, credit hours, type of credit, subject, course local and state identifiers
	Student and Staff Course schedules (used for student dashboards, teacher association with student)
	Transcript level details: GPAs of student, class rank, gpa calc methods, grades scales, grades and terms used on transcript, elements needed to replicate a transcript within eTranscripts

Assessments	Local Assessment data released by the School District to the SLDS through a data sharing agreement with assessment vendor. State mandated or sponsored assessments and tests including (NDSA, ACT, WIDA, Access ELL, Clem/Cream)
Program Participation	Program participation as collected by DPI (see State Custom) (Title 1, Refuge, Migrant, Homeless, Immigrant, LEP/ELL, Economically Disadvantaged, Disability and IEP, 21st Century, Alternative Ed, BIE, Military) Element collected subject to change by SEA program reporting requirements along with custom page changes in PowerSchool.
School	School demographics (address, city) and identifiers need to define the school to the state definition
Calendar	School daily calendars
Staff	Staff name, identifiers, roles, positions, and User tables used for securing user's access to the SLDS. Staff course assignments, Staff demographics
State Custom - Staff	MIS03 reportable fields for DPI collection – ND custom page
District (School District)	Identifiers of the district. Most data defined by DPI, superintendent/address/county/sped serving unit/ other district level details defined by SEA

APPENDIX E
PERMITTED USE OF DATA FOR STUDIES AND AUDITS AND EVALUATIONS

I.   **ELEMENTARY AND SECONDARY READINESS**

Studies and analytics to determine data points that may indicate a student's readiness for elementary, middle school, and high school.

Permitted use of data:

- Results of studies and evaluations may include predictions of elementary and high school readiness to be made available to School District authorized users through secure reports and student dashboards available in the SLDS education portal. Early Warning Indicators, based on data analytics, may be made available to School District authorized users through the SLDS School and student dashboards.
- Student dashboards made available through the SLDS education portal for schools to effectively evaluate the information available on students.
- Studies and evaluations based on program enrollment, demographics of students, test scores, courses and assessments of the student that provide insight into successful grade completion of students. Provide individual student risk indicators, including classroom and cohort data for teachers and administrators to evaluate and audit performance.
- Provide de-identified study results designed to assist policy makers in making informed public decisions regarding public policy.

II.   **COLLEGE READINESS AND TRANSITION**

Permitted uses of data:

- Studies and analytics to determine data points that indicate a student's readiness for college.
- Evaluate the ability of North Dakota high school graduates to transition into college.
- Studies to determine students at risk for college retention which will provide data to NDUS College intervention specialists for retaining students and promoting successful completion of postsecondary certificates.
- Studies on where North Dakota high school students enroll in postsecondary institutions and student demographics such as age, gender, program participation information, and measures of their academic achievements as it relates to enrollment in postsecondary institutions.

K12 data as well as data from postsecondary institutions may include studies to determine:

- Student factors related to the need for remedial or development courses to prepare students for college.
- Enrollment and retention rates for postsecondary institutions of higher education as well as degree or credentials status upon completion

- Course selection patterns in high school and college which indicate successful transition into postsecondary education or identify risk of not retaining or completing postsecondary certificates
- Effectiveness of taking Dual Credit and Advanced Placement courses
- North Dakota University System Academic and Career and Technical Education Scholarships obtained and on-track indicators

Permitted use of data:

- Results of studies may be released in a de-identified aggregate format with a low-cell count suppression applied. Low-cell count suppression means cells with less than 10 students in a subgroup will be suppressed using statistical methods.
- Feedback reports authorized by the North Dakota University System will provide the results of student outcomes on their enrollment in development courses for the students' high school to evaluate and audit their own education programs.
- Feedback reports to schools on the postsecondary enrollment of their students.
- Feedback reports authorized by this agreement with postsecondary institutions will provide student outcomes and predictions for high schools to evaluate and audit their own programs.
- Scholarship eligibility and progress feedback monitoring for schools and students will be developed and made available to schools.
- Identify students at risk of not graduating within five years of beginning a four-year program, and not completing a two-year program with four years, and provide feedback to high schools and colleges for program evaluations and student intervention strategies.
- Provide results on studies in a de-identified format to inform policy makers and the public.

III.   WORKFORCE READINESS

Studies on the outcomes of high school and post-secondary students, including students who do not graduate. Utilizing Job Service North Dakota Unemployment Information wage data studies to determine industry of employment and aggregate wages to determine how North Dakota is fulfilling workforce demand. Studies may include: students attending and completing college and comparing credit accumulation to employment outcomes. As an example, "Do students not completing a college certificate with significant credit hours fare better than a high school graduate?" Studies on students who do not graduate or complete programs and their workforce outcomes.

Permitted use of data:

- Results of studies may be released in aggregate with a low-cell count suppression. Low-cell count suppression means cells with less than 10 students in a subgroup will be suppressed using statistical methods.
- Wage related studies may not disclose individual-level student data in the form of feedback to a high school however aggregate reports of de-identified data may be made available to schools for evaluation and audit their own programs. Studies on retaining North Dakota

high school and college graduates in North Dakota and their transition to other states.

- Provide results of studies in a de-identified format to inform the Legislative Assembly, state and local education officials, teachers, parents, students, and the general public about the performance of educational institutions and the North Dakota education system.

IV.   INSTRUCTOR AND STAFF

In general, studies performed on school personnel is data that is reported to the Department of Public Instruction and North Dakota Education Standards and Practices Board (degree, teaching assignments, credentials, certificates, etc.). The use of the SLDS allows for more detailed studies regarding the student populations associated with the teacher/staff.

Studies on teacher credentials as it relates to student outcomes as well as addressing teacher shortages in North Dakota. Studies will evaluate whether degree level or type result in better student outcomes. The number of teachers teaching outside of their degreed credentials. The degrees and credentials that are in shortage in School Districts.

Permitted use of data:

- Provide results on studies in a de-identified format to inform policy makers and the public.
- Link teachers to teacher preparation programs in North Dakota to inform the programs on continuous program improvement and to meet accreditation by the Council for the Accreditation of Educator Preparation (CAEP) requirements, specifically Standard 4, sub-standards 4.1 and 4.2 http://caepnet.org/standards/2022-itp/standard-4