Parent & Community Resource Guide for Protecting and Accessing Student Data

Last updated: May 2015
Welcome to the Parent & Community Involvement’s Resource Guide for Protecting and Accessing Student Data. This guide is meant to be shared amongst two distinct audiences: the first part is specifically for parents of students attending Hillsborough County Public Schools (HCPS), and the second part is meant to be accessed by community agencies and organizations that are or will be partners of HCPS.

In Hillsborough County, the school district maintains and protects the educational records of every student enrolled. For the school district to share this protected data with outside agencies, one must take the necessary steps to ensure confidentiality of these records. The school district protects this information by abiding to the regulations of the Family Education Rights and Privacy Act (FERPA). A more detailed explanation will be provided later, but the basics of this act serve to protect all student educational data and to identify the rights that parents and students have over these records.

In the first part of this guide, parents will be able to find detailed explanations around their rights within FERPA, as well as the Protection of Pupils Rights Amendment (PPRA). These laws, which will be explained in detail below, have been established to protect the privacy of a student’s educational records, all of which are maintained by HCPS.

For community agencies and organizations, this guide will serve to explain the requirements and processes of accessing protected student data while complying with the Federal laws mentioned above. Along with detailed information regarding each law, readers will also be able to view sample forms that are requested during this process, as well as suggestions for how to protect a student’s data once it is disclosed by HCPS.

It is recommended that any questions or comments be directed to HCPS’ Parent and Community Involvement Department at 813-272-4431. Because this department centers around providing information to both parent and community members, it is very importance that you make contact if your question cannot be answered within this guide.

*If you are a partner agency or organization of HCPS, and have begun the data sharing process already, it is suggested that you reach out to HCPS’ Assessment and Accountability Department at 813-272-4341 for any further questions or comments about your own specific case.
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FOR PARENTS/GUARDIANS:

This section of the resource guide is for any parent/guardian with a child(s) enrolled in Hillsborough County Public Schools. The purpose of this resource is for you, the parent/guardian, to gain a better understanding of your rights with respect to your child's educational record. These rights are established in two Federal laws, which will be explained in the next few pages.

If you have questions regarding any of the information provided in this document, please call the Parent & Community Involvement Department at 813-272-4431.
Family Educational Rights to Privacy Act (FERPA)

The Federal Educational Rights to Privacy Act (20 U.S.C. 1232g), also known as “FERPA”, is a Federal law that protects the educational records of students by establishing broad privacy guidelines. FERPA ensures that access to any identifiable information of a student is protected from any unauthorized individuals.

Under FERPA, parents/guardians are granted certain rights of access to their student’s educational record (20 U.S.C. § 99.4 1232g). These rights transfer to the (former) student once he/she reaches the age of 18 and/or continues education past high school. This individual is referred to as an “eligible adult” (20 U.S.C. § 99.3 1232g(d)).

Parental/Guardian Rights under FERPA

The following pages list the four main rights established under FERPA for parents/guardians/eligible adults:

1. Right to access and review the child’s educational records maintained by the school (20 U.S.C. § 99.1).

   If a parent/guardian is unable to exercise this right, the school must provide a copy of the records requested, or must make other arrangements for the parent/guardian to inspect and review the requested educational records. (20 U.S.C. § 99.1 1232g(a)(1)(A) and (B))

2. Right to request for a child's educational record to be amended and corrected, if the record is believed to be inaccurate, misleading, or otherwise in violation of the child’s rights of privacy (20 U.S.C. § 99.2).

   After receiving the request, the school must decide whether to amend the educational record within a reasonable amount of time.

   a. If the school decides not to fulfill the request to amend the educational record, the parent/guardian has a right to a formal hearing. (20 U.S.C. § 99.21)

      i. If the school decides that the information is inaccurate, misleading or in violation of a child’s rights to privacy, the school will amend the record as requested, and will inform the parent/guardian and student of the amendment in writing.

      ii. If the school decides not to amend the record after a hearing, the parent/guardian has a right to place a statement in the record, commenting on the disputed information in the record and/or stating why he/she disagrees with the school’s decision.
3. **Right to consent to disclosure of any portion of the child's educational record (20 U.S.C. § 99.3).**

This consent must be written, signed and dated by the parent/guardian of the child of whom the information is requested. Along with a signature, the written consent must specify the records being requested and may be disclosed, the purpose of the disclosure and identify the party(s) requesting the disclosed information.

* It should be noted that there are some exceptions for providing written and signed consent to certain individuals. Please view the following section for a list of the parties exempt from needing written consent in order to view a student’s personal data/information.

4. **Right to file a complaint with the Department of Education, concerning a school district’s failure(s) to comply with the requirements of FERPA (20 U.S.C. § 99.63).**

You may call (202) 260-3887 or contact:

Family Policy Compliance Office  
U.S. Department of Education  
600 Independence Ave SW  
Washington, D.C., 20202-4605

According to FERPA, the school district must also provide an annual notification of these rights, and must be easily accessible and easy to understand by all parents/guardians (20 U.S.C. § 99.7). In Hillsborough County, this notification is located in HCPS’ **Student Handbook**. Along with the rights previously listed, the notification must include:

- The procedure for exercising the right to inspect and review the child’s educational record.
- The procedure for exercising the right to request an amendment of the child’s educational record.

**Exceptions for Informed Consent**

A student’s educational data/information may be disclosed without written consent to the following parties (20 U.S.C. § 99.31):

- **School officials with legitimate educational interest:** School officials include teachers, administrators, supervisors, support staff; school board member(s) with an authorized reason for viewing data, or an individual contracted by the district/school to perform a certain task.
Legitimate education interest includes cases:
  o To perform education- or discipline-related tasks in connection with a student
  o To provide services to a student or a student’s family, such as emergency health care, counseling, or school/job placement
  o To perform administrative or other educational responsibilities arranged by the agency or school.

FERPA-permissible entities: Certain government entities and their authorized representatives are allowed to receive student data/information. These entities include the U.S. Comptroller General, the U.S. Attorney General, the Secretary of the U.S. Department of Education, state educational agencies (SEAs) and local educational agencies (LEAs).

Outsourced individuals: Any contractor, volunteer, consultant or other party outsourced by the agency to perform an institutional service or function that would otherwise use employees, and is under direct control of the agency in regards to use and maintenance of education records may receive private student data/information.

Audit/evaluation/enforcement/compliance: HCPS is permitted to designate any entity as its authorized representative to carry out audit or evaluation activities on any Federal- or state-supported educational program, or to carry out enforcement or compliance activities related to the Federal requirements for any of those educational programs.

Educational researchers: SEA’s can re-disclose student data/information to any organizations conducting studies for, or on behalf of, an educational agency or institution. The purpose of these studies must develop, validate or administer predictive tests; administer student aid programs; or improve instruction.

Accrediting organizations: Student data/information may be disclosed or be re-disclosed from an educational agency or institution to an accrediting organization to carry out accrediting functions.

Student aid: An educational agency or institution may disclose student data/information to another institution in which the student has applied for financial aid, or in connection with a student who already receives financial aid. The disclosed data must be essential in determining the student’s eligibility, amount of aid or conditions of aid.

Student enrollment: Whether the student intends to enroll or is already enrolled, an official in another school, school system or postsecondary institution may receive student data/information.
• **Emergency**: In the event of a health or safety emergency, student data/information may be disclosed if knowledge of the private information is essential to protecting the health or safety of the student or other individuals.

• **Subpoena/court order**: Any student data/information subject to a court order, lawfully-issued subpoena or an ex parte court order obtained by the U.S. Attorney General may be disclosed.
Protection of Pupils Rights Amendment (PPRA)

The Protection of Pupil Rights Amendment (PPRA) is a Federal law that protects the disclosure of certain sensitive information that may be revealed by a student through any ED-funded survey, analysis or evaluation. Before student participation, an agency must obtain signed written consent from the parent/guardian.

This sensitive information includes:

- Political affiliation of the parent/guardian/student
- Mental and psychological problems
- Sexual behavior and attitudes
- Illegal, anti-social, self-incriminating and demeaning behavior
- Critical appraisals or assessments of other individuals with whom the respondents have close family relationships
- Legally recognized privileged or analogous relationships (example: doctor, lawyer, minister)
- Income (other than that required by law to determine the eligibility for participation in a program or receiving financial assistance under such program).

Parental/Guardian Rights under PPRA

PPRA protects the rights of parents/guardians and students in two ways:

1. Before a student is asked to participate in any Ed-funded survey, analysis or evaluation that may reveal certain information (listed above), a parent/guardian must be provided prior notice of participation and must provide written informed consent.
   a. Immediate parental notice must also be issued before any non-emergency, invasive physical exam or screening (other than hearing, vision and scoliosis) is performed on a student.

2. A parent/guardian has a right to review any instructional materials used in connection with a Ed-funded survey, analysis or evaluation. These materials should be kept in a public, easy-to-access location, such as the front desk of a school or agency. Once the parental request is placed, the materials should be made available for review in a timely manner.
FOR COMMUNITY AGENCIES AND ORGANIZATIONS:

The following information is for any community organization that serves or intends to serve students in Hillsborough County Public Schools (HCPS) and is interested in receiving student data/information, maintained by the school district.

For access to general school, district and state-wide data, visit the School Public Accountability Reports (SPARs) page provided by the Florida Department of Education (FLDOE). Specific student data maintained by the district is confidential and must be formally requested, protected through anonymity, and only disclosed for explicit, pre-approved purposes.

The confidentiality of student data/information is protected under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and §1002.221, Florida Statutes (F.S.). The district closely follows these policies to protect the privacy of all educational records to the extent possible. Use this information to become compliant with HCPS’ privacy procedures and guidelines when sharing private student information. This guide may also help your organization answer commonly asked questions that may arise when seeking student data/information.
Family Educational Rights to Privacy Act (FERPA)

The Federal Educational Rights to Privacy Act (20 U.S.C. 1232g), also known as “FERPA”, is a Federal law that protects the educational records of students by establishing broad privacy guidelines. FERPA ensures that access to any personally identifiable information (PII) of a student is protected from any unauthorized individuals.

This law applies to any agency that maintains education records, and receives funding under any programs administered by the U.S. Department of Education. In Hillsborough County, these federally-funded programs include Title 1, Migrant Education, Safe and Drug Free Schools and Communities, School-to-Work Opportunities, Education of Neglected and Delinquent Youth, Even Start and Even Start Literacy.

Educational Records

Educational records are maintained by (parties acting for) education agencies or institutions. These records can be recorded in any way, including handwriting, print, computer/media files, and/or film1 (20 U.S.C. 1232g(a)(4)). For whatever the purpose may be, obtaining student records is a crucial step in this process. Because all educational records contain personally identifiable information (PII) and are protected under the jurisdiction of FERPA, one must acquire signed parental consent before these records can be shared.

Once parental consent has been received, one can begin to form a written agreement on receiving student data. Before starting that process, let’s take a look at exactly what kind of information is maintained in a student’s record. For any questions about information included or absent on this list, please contact the Hillsborough County School District’s Assessment and Accountability Department at 813-272-4341.

The following includes, but is not limited to, a list of all subject matter that is considered to be part of a student’s educational record:

- **Family information**: student/family name, address, phone number, date of birth, place of birth, emergency contact information, sibling names, number of siblings

- **Personal information**: student identification code, social security number, picture, list of personal characteristics

- **School/Performance information**: grades, test scores, answer sheets (including written responses to performance assessments and portfolios), test records

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1 If your organization/agency plans to photograph or film students, a separate media release form must be signed and collected by the parent/guardian of every student to be included.
• **Enrollment information:** attendance, documentation of schools attended, courses taken, awards and degrees earned, official letters about a student’s status in school, individualized education programs

• **Special education records:** records of Individual Education Plans (IEP)

• **Disciplinary records:** school suspension records

• **Medical and health records**\(^2\): student immunization records

In some instances, documentation may be recorded within a student’s record, but is not considered to be PII according to FERPA. This information may include:

• Handwritten notes by teachers, supervisors, counselors and/or administrators, which may be used by substitute teachers or replacement personnel.

• Records created by law enforcement units that are maintained separately from education records.

• Employment records about a student who is employed by a school, education agency or institution.

It should be noted that districts outside of Hillsborough County may allow “directory information” to be released without receiving prior signed parental consent. Data that falls under the directory information definition includes family and personal information, as well as most of the school and enrollment information. Directory information is only releasable if a district has made provisions for its release. **Because Hillsborough County has not identified any conditions for release, directory information is never disclosed** unless signed parental consent is first collected.

**Reasons to use student data/information**

When you begin forming your data sharing agreement (see page 15), you may notice that a few pieces of information are required to be included. Not only must you identify specific student information that is requested, but you also must state the purpose for why this data is needed. Because student data/information is protected from unauthorized use, it is crucial to list exactly why this type of data is needed, and what you expect to gain from using this data.

\(^2\) Because medical and health records also fall under the jurisdiction of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), some of the information included in those records may not be released even with parental consent.
Although this may not apply to every case, FERPA recognizes five major administrative purposes for obtaining student data. The first three purposes focus on program requirements that educate students. The last two aim to answer questions about an educational program. All five reasons and explanations are provided below:

- **Operations**: Data are needed to ensure the efficiency of day-to-day functioning in schools or agencies.

- **Instruction**: Data are needed to verify that students are receiving appropriate instructions or services.

- **Management**: Data are needed to assist in the planning and scheduling of educational programs and the distribution of resources. While this function generally does not need PII, it is still important to mention in case of special circumstances.

- **Research and Evaluation**: Data are needed to conduct analyses of program effectiveness, success of student subgroups and changes in achievement over time. This will lead to identifying effective instructional strategies and promoting school improvement activities.

- **Accountability**: Data are needed to answer questions about student accomplishments and effectiveness of schools. Most of the time, these questions are raised by schools and/or policymakers.
Accessing Protected Student Data/Information

While the process to receive student data/information varies on a case-by-case basis, there are certain required forms that must be completed before you are eligible to receive this information. Below, you will find a visual representation of the suggested order in which all required forms should be completed. The next four sections explain each form in greater detail.

Establishing your partnership

Before you begin the data sharing process, it is strongly suggested that you establish a formal partnership between your organization and the Hillsborough County School District. While it is important to declare your commitment to HCPS in writing, the method in which you present this declaration can vary between organizations. HCPS recognizes three documents that can be used for this purpose, and are explained in detail below.
Memorandum of Understanding

A Memorandum of Understanding (MOU) is a written document which expresses your organization's support for and willingness to work with HCPS. The MOU documents your partnership by stating your organization’s commitment to working with HCPS, explains the programs and services offered to students, and details a general plan for why you wish to receive student data/information. Once approved by the superintendent, this form reflects an established partnership between your organization and HCPS. To be clear, the MOU is not the application for student records; rather it is a record that HCPS can look back on to acknowledge your partnership. The MOU is not necessarily required in order to receive student data/information, but may still benefit your organization throughout the data-sharing process.

By submitting an MOU, you are providing HCPS with documentation regarding information about your organization while expressing interest in student records. Currently, there is no universal MOU form that can be used to submit this information. However, that means that the layout of an MOU can be flexible and designed to your preference. Because there is no official formatting, a written letter or simple document stating the description of your organization can also suffice. As long as it is reviewed by an attorney and approved by the school board of Hillsborough County, it is considered to be a MOU.

LOS

A Letter of Support (LOS) is a letter from a partner organization or other key stakeholder that details persuasive reasoning for why a grant funder or school district should support your grant application or proposal. The LOS should describe how the partner will support the project, conveying enthusiasm and lending credibility to the organization’s work. To receive approval, the LOS must be signed by the Superintendent.

Facility Usage

A Facility Usage document is an internal document that must be completed by the principal of the school/facility. This form must be completed for liability purposes.

Enrolling students

Before requesting student information, the student must be properly enrolled in your organization’s program or service. A Parent/Guardian Permission Form must be
distributed to all parents/guardians during the enrollment or registration process, and must be signed and collected before the student can participate.

**Obtaining consent for disclosure**

Informed Consent Forms are absolutely required in order to receive private student information (34 CFR Part 99 §99.30), and could be considered the most crucial component of the entire process. To receive student information maintained by the school district, the Informed Consent form must first be distributed from the program/organization to the parents/guardians of every participating student.

The Informed Consent Form should clearly explain the specific records that are requested to be shared and the purpose for why this information is needed. In order for consent to be given, a parent/guardian must sign and date the Informed Consent Form. Once the data request has been submitted, HCPS will generally ask for all of the Informed Consent Forms to verify that parental/guardian consent has been given prior to the information being disclosed. If parental/guardian consent cannot be guaranteed in writing, this will not affect the student’s enrollment in the program. However, private information for that individual student will not be included in the disclosure.

*** “Opting in” is not the same as giving consent. A parent/guardian must gain a complete understanding of why your organization is requesting specific education records and what you will use it for, and must acknowledge this understanding by initialing/signing the appropriate form. Simply checking a box or leaving a space blank does not qualify as giving consent.

To view a blank Informed Consent Form, please view Sample A of the “Sample Documents” section located in the back of this resource guide. Please note that the example provided is only a sample, and should be tailored to your own organization’s specific case.

**Finalizing your contract with HCPS**

The Data Sharing Agreement (DSA) can be viewed as a contract between the school district and your organization, formed to ensure protection and confidentiality of any disclosed student records. The purpose of writing a DSA is to keep a record of the request for and process that includes sharing data. It ensures compliance to FERPA by including all of the necessary precautions and requirements to protect any disclosed student data/information. The DSA also highlights your organization’s purpose for requesting student information, the length of time you will need this information for, and
your organization’s responsibilities in the event of a known or suspected data breach occurrence.

According to HCPS, a DSA must be completed before student data/information will be disclosed to your organization. Upon completion of the DSA, the school district will request for all signed parental/guardian Informed Consent forms from your organization, to verify the authenticity and ensure anonymity of all student records before any private information is shared.

The following bulleted information includes a short description of each section that must be included in your DSA.

- **Subject matter of MOU** – In one or two sentences, you will need to summarize the information stated in your MOU. The purpose for mentioning the MOU is to demonstrate that a relationship has already been established between HCPS and your organization.

- **Purpose for data collection** – You must state the exact purpose(s) for why you are requesting student educational information. Because this information is confidential, it is crucial that you identify why the data is necessary for your project. It may be beneficial to also mention why publicly available data isn’t useful, and how the requested data can be helpful instead.

- **List of specific student educational records to be shared** – The specific student data requested should be listed and be made clear that this is all of the student information that you are requesting to be disclosed.

- **Timeline** – You must state the date your agreement or project becomes effective, followed by the date your agreement or project will expire. The expiration date is extremely important, as once the agreement expires, data must be destroyed or returned immediately. The next section will explain this in further detail.

- **Statement of data destruction** – As soon as your agreement or project expires or is terminated, all data must be completely and irretrievably destroyed. You must also provide proof of destruction (upon request) in the form of a written statement and description of the destruction method used. If destruction of data is not possible, you may also completely return all data disclosed to you by HCPS. As long as the data is not in your possession following the expiration date/termination, no laws or policies will be in violation.
• **Security plan** – This is the newest feature of HCPS' DSA model, and complies with Florida Statutes § 501.171. Certain requirements must be followed to ensure that all educational data remains confidential. You must ensure that only authorized, trained individuals will be accessing the data. Furthermore, you must guarantee that computer and electronic security measures are practiced so that unauthorized access is prevented.

To view a blank Data Sharing Agreement, please view Sample B of the “Sample Documents” section located in the back of this resource guide. Please note that the example provided is only a sample, and should be tailored to your own organization’s specific case.

**Protecting Student Data/Information**

It is very important that any disclosed student data/information be protected from unauthorized use while it is being maintained by your organization. To ensure the privacy of student information, HCPS will anonymize all requested student records before disclosure to your organization.

Once the student data/information is received, there are additional steps that your organization can take to further protect these records. Please keep in mind that the following steps are *suggestions* (exception: any **bolded** text is **required**), and should be carefully considered before implementation.

- Password-protect the electronic file from which the private student data/information is received.
- Maintain the electronic file on a desktop computer only – no laptops or transportable devices should be used when viewing this information.
- Limit viewing access to only trained and authorized employees and individuals.
- **Do not copy, duplicate, save or distribute any of the disclosed private student information with unauthorized individuals, other organizations or parties outside of your data sharing agreement with HCPS.**
- Destroy all disclosed private student information once your data sharing agreement is terminated or expired, and/or once your project or program has ended. Destruction of private data must be confirmed in writing to HCPS.
What to do if a data breach occurs

Florida law now requires any individual to report occurrence of a known or suspected data breach (F.S. § 501.171). A data breach happens if any confidential, personal information is obtained by an unauthorized person who does not have permission to access this private data. Even if you are not entirely certain, but have reason to believe that a data breach has occurred, you should report it to the Hillsborough County School District immediately. Notification of a data breach can be made through writing or sent electronically.

Before receiving student data/information, it is a best practice that your organization establishes reasonable protection of any electronic file that will be received. Please refer to the previous section for suggestions on how to safely protect the confidentiality of disclosed student data/information. While you are maintaining student data/information, you should also establish policies regarding data breaches and should make those policies available to HCPS upon request or upon the occurrence of a data breach.

If any suspected or actual data breach should occur, you must immediately report it to the designated contact at HCPS, as stated in your DSA. **You must report the suspected or known incident within 30 days of knowledge.** (F.S. § 501.171)
Other FAQ’s

1. **“If you have a Memorandum of Understanding (MOU) with HCPS, do you need a Data Sharing Agreement (DSA)?”**

   If you plan to work with HCPS to receive student data/information, your organization is **required** to set up a DSA to explain the purpose for needing this information, how you will use it and how you will protect it.

   In regards to a MOU, it is **strongly suggested** that your organization establishes a formal partnership with the school district before beginning this process. A MOU should include a basic description of your organization and should highlight your organization’s interest and commitment in working with and supporting HCPS.

   Please refer to page 14 for a detailed list of all forms that must be completed during the data sharing process.

2. **Who should have access to student data/information once it is received?**

   Before your organization can receive student data/information, a data sharing agreement (DSA) must be established with the district. An authorized representative from the organization should be present when handling and officiating this document.

   Once the requested student data/information is disclosed from HCPS, it is the authorized representative’s responsibility to protect this information from unauthorized use. The only individuals who should be permitted access to this information should have a direct purpose to the project and the purpose for which it was originally disclosed. Any untrained or unauthorized employee or individual should not have access to this information at any time throughout your period of agreement.

   Once your data sharing agreement has terminated or expired, and/or your program or project has ended, you must destroy all disclosed student data/information. Destruction of private data should be confirmed in writing to HCPS.

3. **I frequently work in partnership with another organization. Can I share the student information I received with that agency, and vice versa?**
You may not copy, duplicate, save or distribute any private student information, including information about the student, educators and school(s), to any other party, unless it is stated in your data sharing agreement with the district. You may only use requested private information for the purpose identified in your agreement, and this information cannot be disclosed to any other party (34 C.F.R. §99.30(a)).

4. After receiving student data/information, how long can I keep it for?

You may only keep private student information for the length of time agreed upon by your organization and HCPS, and as stated in your data sharing agreement. Once your data sharing agreement (DSA) expires or terminates, and/or your project or program ends, you must destroy all student education records previously disclosed, and must confirm the same in writing to HCPS.

5. How long does the data sharing process take? Is there an expedited process when receiving student information?

The timeline in which you receive private student information after setting up your data sharing agreement varies from case to case, and will most likely depend on the availability and accessibility of the data being requested. Generally, it should not take more than 30 days to complete.

There is currently no expedited data sharing process in place.

6. Where can I find more information about the data sharing process?

If you represent a community organization currently serving or intending to serve students in Hillsborough County, and are interested in working with HCPS to receive private student information, please contact the Parent & Community Involvement Department at 813-272-4431.

If your organization has already begun the data-sharing process and have a question related to your own specific situation/case, please contact the Assessment and Accountability Department at 813-272-4341.
SAMPLE DOCUMENTS

The following pages are sample versions of the required forms needed in order to access private student data/information from the Hillsborough County school district. Please keep in mind that these documents are general examples of the forms required, and should be taken into consideration when beginning or continuing your own data sharing process.
Sample A: Informed Consent Form

Parental Permission to Release Student Data

We would like your permission to use your child’s educational data to evaluate the effectiveness of [Program Name] at [Organization name]. We need this data as part of [Organization name]’s participation in the [Plan Name], to track your student’s progress and to ensure that the coordinated set of programs is having a measurable effect on your child’s academic success.

This form tells you about the data we are requesting to be shared. You can decide if you want your child’s data to be used. **It is up to you.** Your child can still participate in [Program Name], even if you don’t want us to use his/her information to evaluate the effectiveness of the program. Your permission to use the data lets us improve our program for your child and for future students.

- If you **do** want your child’s data to be provided, then you **should** sign this form.
- If you **do not** wish to release your child’s data, then you **should not** sign the form.

**What educational records are needed?**

As part of this program, we want to get data about your child from Hillsborough County Public Schools. This is private information that we must have your approval to use. We are requesting the following records:

[List and briefly explain each specific educational record you are requesting, including the purpose of each]

Federal law (FERPA) requires us to keep educational information about your child private. We will keep your child’s records private by [Explain how you will ensure that their records are kept confidential, and include the length of time that the data will be stored.; e.g. only releasing results that do not identify individual students, and only keeping the information for the time necessary for analysis]. We will only use the educational data for the purposes explained in this document, and all copies of your child’s educational information that is released to us will be destroyed or returned to the school district office at the conclusion of the project. We will not save any individually identifiable educational data for your child.

**What happens if you decide not to let your child take part in this study?**

You should only agree to release your child’s information if you want to do so. You should not feel that there is any pressure to release it. If you decide not to release your child’s data, or change your mind, your child will not be in trouble or lose any of his/her rights to participate in the program.

**You can get the answers to your questions, concerns, or complaints.**

If you have any questions, concerns or complaints about this study, call [Program Contact] at [telephone #] or Hillsborough County Public Schools’ Department of Assessment, Evaluation, & Accountability at (813) 272-4341.

Consent to Release my Child’s Educational Records

**I consent to release my child’s data.** I understand that by signing this form I am releasing educational data about my child and I have verified my child’s Hillsborough County Public Schools district ID number (i.e., Student Number). I have received a copy of this form to take with me.

Printed Name of Child & Date of Birth

7-digit School District ID Number of Child

Printed Name of Parent/Guardian

Parent/Guardian Signature

Date
Sample B: Data Sharing Agreement

DATA SHARING AGREEMENT

School Board of Hillsborough County, Florida
&
<ORGANIZATION NAME>

THIS DATA SHARING AGREEMENT (‘Agreement”) is made and entered into as of __________, 20__, by and between the SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA (hereinafter referred to as “HCPS”), a body corporate and political subdivision of the State of Florida, whose principal place of business is 901 E. Kennedy Blvd., Tampa, FL 33602, and <ORGANIZATION NAME> (hereinafter referred to as “<PARTNER>”), <DESCRIPTION>, whose principal place of business is <ADDRESS>, collectively hereinafter referred to as the “Parties.”

WHEREAS, HCPS has a constitutional obligation to educate children of compulsory school age; and

WHEREAS, <PARTNER> is <PURPOSE OF ORGANIZATION>; and

WHEREAS, HCPS and <PARTNER> approved a Memorandum of Agreement on __________, 20__, which describes the mutual support and cooperation needed for providing educational interventions to students know to both Parties; and < >

WHEREAS, the Parties acknowledge that educational stability and educational progress are important to the children receiving services; and

WHEREAS, the Parties desire, with the consent of the parent (as defined in 34 C.F.R. §99.3), to share students’ education records and the personally identifiable information contained therein, in accordance with federal and state laws, that will result in improved educational services to students …; and

WHEREAS, <PARTNER> collects written Parental Consent for the HCPS to release students’ education records and the personally identifiable information contained therein.

NOW, THEREFORE, in consideration of the mutual covenants embodied herein and other valuable considerations, the receipt and sufficiency of which are
hereby acknowledged, the Parties to this Data Sharing Agreement mutually agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that each recital is incorporated herein by reference.

2. **Term and Termination.** This Agreement will become effective on _______________, 20__, and be coterminous with the existing Memorandum of Understanding between the Parties.

   This Agreement will be canceled:
   - By either party without cause during the term hereof upon written notice to the other party of its desire to terminate this Agreement.

   Upon termination of this Agreement, <PARTNER> will destroy all student information or educational records in its possession, if any, and confirm the same in writing to HCPS. This provision shall survive termination of this Agreement.

3. **<ORGANIZATION NAME>.** <PARTNER> will:
   - Provide a list of student identifiers (e.g. district student number) and placement information to HCBS, from the Parental Consents.
   - Provide, upon request, copies of corresponding individual Parental Consents to HCBS.

4. **HCPS Services.** HCPS agrees to the following:
   - Upon receipt of the list of student identifiers, engage in a verification process to ensure Parental Consent (as defined in) is available for the release of student information.
   - Upon completion of the verification process HCPS will make the following personally identifiable information from HCPS students’ education records electronically available to <PARTNER>:
     - List of specific student information to be released

5. **Sharing of Education Records.** Pursuant to this Agreement, and throughout its term, <PARTNER> will receive from HCPS personally identifiable student information, the confidentiality of which is protected under the Family Educational Rights and Privacy Act and s. 1002.221, Florida Statutes. The parties agree that such information is being shared pursuant to 34 C.F.R. §99.30(a).

   <PARTNER> acknowledges and agrees that, in accordance with these laws, and the regulations implementing them, it may use such information only for the purposes for which the disclosure is made and may not disclose the information to any other party. <PARTNER> shall not allow anyone to obtain access to personally identifiable information including information about the student, educators, and school(s) from education records except in strict accordance with the requirements, of this Agreement.
6. **Background Check.** All employees, appointees or agents who come into contact with student records shall first submit to and clear a background check in a manner prescribed by Section 435.04, F.S.

7. **Liability.** Parties agree to be fully responsible for their own acts of negligence, or their respective agents’ acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, the Parties agree that HCPS’s liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by HCPS, nor shall anything herein be construed as consent by HCPS to be sued by any third party for any cause or matter arising out of or related to this Agreement.

8. **Non-Discrimination.** The Parties shall not discriminate against any This document incorporates and includes all prior employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

9. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

10. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

11. **Compliance with Laws.** Each party shall comply, at its own cost, with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement, including but not limited to student records laws and the Florida Jessica Lunsford Act.

12. **Security Plan.** Parties shall take reasonable measures to protect and secure data in electronic form containing personal information in compliance with s. 501.171, Florida Statutes. Further, <PARTNER> will maintain policies regarding data breaches and make those policies available to HCPS upon request or upon occurrence of a data breach. <PARTNER> shall report any possible or actual data breach to HCPS’s designated contact in Notice section of this agreement.
13. **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida and federal law. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state court of the Thirteenth Judicial Circuit in Hillsborough County, Florida, or, if the state court does not have jurisdiction, the United States District Court for the Middle District of Florida, Tampa Division.

14. **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

15. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability, unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

16. **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The address for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective party and place for giving notice:

To School Board:  

_______________________  

_______________________  

_______________________  

_______________________  

To <PARTNER>:

_______________________  

_______________________  

_______________________  

_______________________  

_______________________  

_______________________
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives, effective __________, 20__, and coterminous with the existing Memorandum of Understanding between the parties.

SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA

BY: ______________________
   Signature of Authorized Representative

Printed Name: ______________________
   Print of Authorized Representative

Title: ______________________
   Title of Authorized Representative

<PARTNER>

BY: ______________________
   Signature of Authorized Representative

Printed Name: ______________________
   Print of Authorized Representative

Title: ______________________
   Title of Authorized Representative