

To: *College of the Marshall Islands (CMI)*  
From: *McREL International*  
Subject: *Data Sharing Agreement*

This Data Sharing Agreement (“DSA”) is entered into by the *College of the Marshall Islands* (“CMI”), and *McREL International* (“McREL”). CMI and/or McREL and may amend this agreement by mutual written consent, at any time. The goal of the RMI Partnership that includes CMI and McREL is to improve educational outcomes for all students in RMI. To meet that goal, this DSA has the following overarching objectives:

1. Preserve the anonymity of student identities, including assurances that personally identifiable student data are not released to third parties;
2. Enhance the ability of the RMI Partnership to improve student outcomes by allowing access to individual student records consistent with the requirements of the Family Educational Rights and Privacy Act (“FERPA”), 20 USC § 1232g;
3. Complete research studies and technical assistance projects focused on high-priority topics of the Partnership; and
4. Conduct research studies and provide technical assistance to provide support for students in elementary and secondary grades so they are not required to enroll in developmental versus credit-bearing postsecondary courses.

#### **A. Parties**

1. CMI, a postsecondary institution in the RMI is authorized to release student information including personally identifiable information (PII) to McREL for the approved research projects, consistent with the Family and Educational Rights and Privacy Act of 1974, 20 USC § 1232g, and related regulations, 34 CFR Part 99 (collectively referred to as “FERPA”).
2. McREL is a non-profit, non-partisan education research and development organization that since 1966 has turned knowledge about what works in education into practical, effective guidance and training for teachers and education leaders across the U.S. and around the world. McREL operates the federally-funded REL Pacific contract, the purpose of which is to translate research to practice in partnership with policymakers and practitioners in American Samoa, the Commonwealth of the Northern Mariana Islands, the Federated States of Micronesia (FSM), Guam, Hawai’i, the Republic of the Marshall Islands (RMI), and the Republic of Palau.
3. This data sharing agreement is consistent with CMI and McREL Data Access and Management Policies, which requires data sharing agreements for access to any data used for research, evaluation, or technical assistance.

#### **B. Purpose and Scope**

The purpose of this Agreement is to give McREL access to CMI data including individual student-level data such as performance on standardized tests, course taking, demographics, and

other assessments / screening tools. McREL requires access to, understanding of, and sharing of student, teacher, school-level and other data that the RMI Partnership identifies as relevant to their research, evaluation, and technical assistance efforts. The Partnership identified high-priority study topics including (but not limited to) college and career readiness and success. Additional collaborative studies (not articulated in this Agreement) may be identified by the Partnership that may require access to CMI data.

Any data shared with McREL will be used to complete collaborative research studies and associated technical assistance projects identified by the RMI Partnership and CMI. The research studies are intended to provide actionable information for CMI and other stakeholders in the RMI to improve student outcomes. The data will only be used for mutually agreed upon research and/or analytical purposes.

NOW, THEREFORE, THE CMI AND MCREL AGREE AS FOLLOWS:

#### I. OBLIGATIONS OF MCREL

McREL representing all members of the organizations, shall ensure the confidentiality of student data through the following methods:

- a. Strict compliance with all the laws of the RMI that apply to the use and release of the data, including but not limited to FERPA and its regulations, set forth at 34 CFR § Part 99. When necessary to comply with FERPA, McREL shall procure the consent of parents or eligible students to the release and use of the data and shall maintain and make written proof of parent or student consent available to the CMI.
- b. McREL shall comply with the re-disclosure limitations set forth in FERPA, including 34 CFR § Part 99.33.
- c. McREL shall restrict access to the data only to the person or persons within McREL who have been tasked with analyzing the data; and make those persons aware of, and agree to abide by, the terms set forth in this Agreement.
- d. McREL shall not release or otherwise reveal, directly or indirectly, the data to any individual, entity, or third party not included in this Agreement, unless such disclosure is required by law or court order.
- e. McREL shall not use data shared under this Agreement for any purpose other than the goals outlined in this Agreement. Nothing in the Agreement shall be construed to authorize McREL to have access to additional data from the CMI that is not included in the scope of this Agreement (or addenda). McREL understands that the Agreement does not convey ownership of the data to McREL.
- f. McREL shall take reasonable security precautions and protections to ensure that persons not authorized to view the data do not gain access to the data. Reasonable security precautions and protections include, but are not limited to:

1. Creating, distributing, and implementing data governance policies and procedures which protect CMI data through appropriate administrative, technical, and physical security safeguards, and outline staff responsibilities for maintaining data security;
  2. Encrypting all CMI data carried on mobile computers/devices;
  3. Encrypt CMI data before it is transmitted electronically;
  4. Requiring that users be uniquely identified and authenticated before accessing CMI data;
  5. Establish and enforce well-defined data privilege rights which restrict users' access to the data necessary for them to perform their job functions;
  6. Ensuring that all staff accessing CMI data sign an affidavit of nondisclosure, attached as Exhibit A, and maintain copies of signed affidavits;
  7. Securing access to any physical areas/electronic devices where sensitive data are stored;
  8. Installing a firewall to permit or deny network transmissions based upon a set of rules;
  9. Installing anti-virus software to protect the network.
- g. McREL shall report all known or suspect breaches of CMI data, in any format, to the CMI Data Reporting Team (*cvila@cmi.edu*) when the breach is discovered. The report shall include (1) the name, job title, and contact information of the person reporting the incident; (2) the name, job title, and contact information of the person who discovered the incident; (3) date and time the incident was discovered; (4) nature of the incident (e.g., system level electronic breach, an electronic breach of one computer or device, or a breach of hard copies of records); (5) a description of the information lost or compromised; (6) name of electronic system and interconnectivity with other systems; (7) storage medium from which information was lost or compromised; (8) controls in place to prevent unauthorized use of the lost or compromised information; (9) number of individuals potentially affected; and (10) whether law enforcement was contacted.
- h. McREL shall securely and permanently destroy the data, and any and all hard and soft (electronic) copies thereof, upon the termination of this agreement. McREL agrees to require all employees, contractors, subcontractors, or agents of any kind using the CMI data to comply with this provision. McREL agrees to document the methods used to destroy the data, and upon request, provide certification to the CMI that the data have been destroyed.

- i. For purposes of this agreement and ensuring McREL's compliance with the terms of this Agreement and all application of state and Federal laws, and the laws of the RMI, McREL designates *Bradley Rentz* the temporary custodian of the data that the CMI shared with McREL *Cheryl Vila* shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the return or destruction of data as described below. The CMI or its agents may, upon request, review the records McREL are required to keep under this Agreement. The CMI designates *Cheryl Vila* as its liaison for all communications with McREL regarding this Agreement;
- j. McREL has the right consistent with scientific standards, to present, publish, or use student results it has gained through the course of its analyses, but only if the publication, presentation, or use does not include personally identifiable information of parents, students, or teachers, and is outside the bounds of a research or evaluation study, or providing technical assistance;
- k. McREL acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for the CMI to immediately terminate this Agreement.

## II. OBLIGATIONS OF CMI

During the term of this Agreement, the CMI shall:

- a. Prepare and deliver requested student data in the format agreed upon, in writing, by McREL and the CMI to minimize time required to analyze the data;
- b. The CMI will facilitate McREL understanding of the shared data by answering any questions provided to the CMI by McREL in a timely manner.

## III. PAYMENT

No payments will be made under this agreement by either party.

## IV. INDEMNIFICATION

- a. McREL agrees that to the fullest extent permitted by law, McREL will hold harmless, defend, and indemnify the CMI, its officers, agents, Board members, and employees from any liability, cost or expense, including without limitation penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, liens, and encumbrances, to the extent arising out of or resulting from any act or omission by McREL under this DSA. The terms of this section shall survive termination of this DSA.

- b. The CMI agrees that to the fullest extent permitted by law, the CMI will hold harmless, defend, and indemnify McREL, its officers, agents, Board members, and employees from any liability, cost or expense, including without limitation penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, liens, and encumbrances, to the extent arising out of or resulting from any act or omission by the CMI under this DSA. The terms of this section shall survive termination of this DSA.

## V. NOTICES

All notices contemplated or required under this DSA shall be in writing and delivered by hand or U.S. Mail as follows:

### To the CMI:

*Title*  
*Department Name*  
**College of Micronesia– Federated States of Micronesia**  
*Physical Address*  
*City, Country Zip Code*

### To McREL:

*Title*  
**McREL International**  
**4601 DTC Boulevard**  
**Suite 500**  
**Denver, CO 80237**

*Data Custodian name and email:*

## VI. TERM

This DSA will allow for the CMI to provide McREL with requested data as defined in Appendix A. The DSA shall become effective on the date when the last party to sign has executed this DSA and shall remain in effect until January 31, 2022, unless terminated under the terms of Paragraph VII below or extend under mutual written consent by both parties.

## VII. TERMINATION

The CMI may terminate this DSA, with 30 days written notice to McREL, at any time, for any reason. In addition, the CMI may terminate this DSA at any time if it determines such action is necessary for the health, safety, or education of students or staff. McREL may terminate this DSA within 90 days written notice to the CMI, at any time, for any reason.

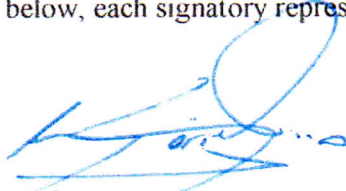
## VIII. MISCELLANEOUS PROVISIONS

- a. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein.
- b. Amendment. Modifications to this DSA must be in writing and be signed by each party.
- c. Governing Law. The terms of this DSA shall be interpreted according to and enforced under the laws of the Republic of the Marshall Islands. The parties agree that any judicial proceedings filed by the parties regarding this Agreement will take place in the Republic of the Marshall Islands.
- d. Severability. If any provision of this DSA is held invalid or unenforceable, the remainder of the DSA will not be affected, but continue in full force.
- e. Assignment. Neither party shall assign its rights or responsibilities under this Agreement, unless it receives written permission from the other party.
- f. Non-Waiver. Any express waiver or failure to exercise promptly any right under this DSA will not create a continuing waiver or any expectation of non-enforcement.
- g. Counterparts. The parties agree that this DSA may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and that facsimile signatures shall be as effective and binding as original signatures.
- h. Debarment. McREL, by executing this contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state, territorial or federal department or agency.
- i. Cooperation with CMI: McREL agrees to provide reasonable cooperation with any inquiry by CMI auditor(s) relating to the performance of this contract. The CMI has the right to annually audit records of McREL relating to performance under this contract. Failure to cooperate may be cause for debarment from award of future contracts.

By signing below, each signatory represents that it has the authority to execute this DSA.

CMI

Signature



Printed Name **Theresa Koroivulaono**

Title

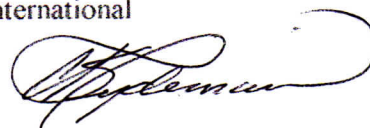
**President**

Date

11.10.19

McREL International

Signature



Printed Name **Christina Tydeman**

Title

**Director**

Date

11/11/19

APPENDIX A: DATA DESCRIPTION:  
 EXAMPLES OF DATA ELEMENTS CMI WILL SHARE WITH McREL  
 PURSUANT TO THIS AGREEMENT

Non-exhaustive examples of data elements to be shared with McREL are described below. For each of the data elements that contain student personally identifiable information (PII), CMI will follow established practices of data de-identification by removing PII that is not relevant to the investigation (e.g. student social security numbers, etc.), assigning a unique identifier to each record, with the intent to share the de-identified dataset with McREL. Other relevant data necessary to complete the research studies may be identified during the collaboration between CMI and McREL.

Example of data elements to be shared with McREL
School name
Student's name, identification number, and year in college
Student's demographic characteristics (including age, gender, race/ethnicity, identified disabilities)
Student's academic preparation (including course records, course grades earned, cumulative grade point average, credits earned high school transcripts)
Student's graduation status (including college entrance date, diploma type, information on transfers or dropouts, retention, on-time promotion)
Student's attendance records
Student's performance on standardized tests and other assessments (including MISAT, English language proficiency test, CMI placement test)
Student survey data, including data about student social emotional learning competencies



EXHIBIT A: MCREL INTERNATIONAL  
AFFIDAVIT OF NONDISCLOSURE

**Name** \_\_\_\_\_ **Title** \_\_\_\_\_

I, (*Insert Employee/Subcontractor Name here*), an *employee/subcontractor of/for* McREL International represent that I am authorized to access the College of the Marshall Islands (CMI) student level data because I will conduct research and/or evaluation studies and/or provide technical assistance to the CMI and individual RMI schools. I have been made aware of the Data Sharing Agreement (DSA) between McREL International and the CMI. My signature indicates my agreement to abide by the DSA terms, including agreement that I will:

1. Maintain the confidentiality of student and/or parent information and prevent disclosure of individual student and/or parent information, including my compliance with FERPA and its regulations, set forth in 34 CFR § Part 99;
2. Not release or reveal, either directly or indirectly, the student-level and/or parent-level data to any individual, agency, entity, or third party not included in the DSA, unless such disclosure is required by law or court order;
3. Take reasonable security precautions and protections to ensure that persons not authorized to view the data do not gain access to the data, as outlined in the DSA;
4. Not use the data for any purpose other than the goals outlined in the DSA;
5. Report all known or suspected breaches of CMI data, in any format, to McREL International and the CMI data reporting team as outlined in the DSA.

Signature

\_\_\_\_\_

Date

\_\_\_\_\_