

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

1. This Data Sharing Agreement is entered into between the *College of the Marshall Islands* (hereinafter “CMI”) and *McREL International* (hereinafter “McREL”).

CMI and/or McREL may amend this agreement by mutual consent, in writing, at any time.

2. Purpose of Agreement

The goal of the RMI Partnership that includes CMI and McREL is to improve educational outcomes for all Marshallese students. This collaborative Partnership requires access to, understanding of, and sharing of student, teacher, school-level and other data that the Partnership identifies as relevant to their improvement efforts. The data provided by CMI will enable the Partnership to complete research studies and technical assistance projects focused on high-priority topics of the Partnership, including topics such as (but not exclusively) college and career readiness and success and the relationship between student’s social emotional learning (SEL) and their success in high school, college, and the workforce. Other collaborative studies may be identified by the Partnership that may require access to CMI data. The data may include individual student-level data such as performance on standardized tests, course taking, demographics, and other assessments/ screening tools.

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 research and/or analytical purposes and will not be used to determine eligibility or to make any other determinations affecting an individual.

3. Period of Agreement

The period of this Agreement will be in effect from January 1, 2018, until January 2022, which is the end of the current REL Pacific contract. CMI or McREL may formally terminate this agreement in writing at any time.

4. Description of Data

Examples of data elements to be shared with McREL are described below. 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, eligibility for free- or reduced priced lunch, English language learner status, 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 SAT-10, English language proficiency test)
Student survey data, including data about student social emotional learning competencies

5. Method of Transfer

McREL and CMI will employ industry best practices, both technically and procedurally, to protect CMI data from unauthorized physical and electronic access during transfer. Methods employed are subject to review and approval by McREL and CMI.

CMI agrees to work with McREL to provide any requested data in an agreed upon appropriate format that minimizes the time required to analyze the data. CMI also agrees to help McREL understand the data by answering questions in a timely matter.

6. Security of Data

Both organizations will assume responsibility of data transferred and will employ industry best practices, both technically and procedurally, to protect data from unauthorized physical and electronic access. Methods employed are subject to review and approval by each organization.

Both organizations will comply with all applicable federal and state laws and regulations protecting the privacy of citizens including the Family Educational Rights and Privacy Act (FERPA).

If the security, confidentiality, or integrity of the data shared with McREL has been compromised in any way, McREL will notify CMI in writing. Notification will take place within 24 hours of discovery. Appropriate course(s) of action will be determined based on input from both McREL and CMI representatives.

McREL will work with subcontractors who may have access to CMI data. All subcontractors are subject to the same requirements as McREL outlined in this agreement.

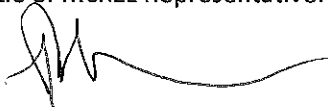
7. Data Confidentiality

No individual will be identified by name or other personally identifiable information in any report, training, presentation, or publication related to the collaboration between CMI, McREL, and the Partnership.

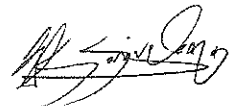
8. Disposition of Data

McREL will destroy all data when no longer needed to achieve the purpose of the project as outlined above. Written notification will be sent to CMI when completed.

I have read, understood, and will comply with these requirements.

Name of McREL Representative:	Phillip Herman
Title of McREL Representative:	Executive Director REL Pacific
	
Signature of McREL Representative	Date

I have read, understood, and will comply with these requirements.

Name of CMI Representative:	Theresa Koroivulaono
Title of CMI Representative:	CMI President
	February 8, 2018
Signature of CMI Representative	Date