

Data-Sharing & Confidentiality Agreement

Purpose: Harrison School District 2 holds data privacy, confidentiality, and security practices in the highest regards. All data utilized by HSD2 is protected as defined by the Family Educational Rights and Privacy Act (FERPA) and other applicable state and federal law. This document outlines the manner in which data is to be utilized and personally identifiable information is protected. A signed agreement form is required to verify agreement to adhere to/abide by these practices. The failure to adhere to guidelines may result in termination of any HSD2 entered contracts and additional actions as deemed necessary by HSD2.

All contractors and their employees and agents handling HSD2 confidential information will:

1. Obtain appropriate permission from data owners when creating or disseminating reports.
2. Use password-protected company computers when accessing student/staff level records.
3. NOT share individual passwords for personal computers or data systems with anyone.
4. Log out of any data system/portal and close the browser after each use.
5. Store sensitive data on appropriate-secured location. Unsecured access and flash drives, DVD, CD-ROM or other removable media, or personally owned computers or devices are not deemed appropriate for storage of sensitive data.
6. Keep printed reports with personally identifiable information in a locked location while unattended, and use a secure document destruction service when disposing of such records.
7. NOT share child/staff-identifying data during public presentations, webinars, etc. If users need to demonstrate child/staff level data, dummy records should be used for such presentations.
8. Redact completely any personally identifiable information when sharing sample reports with general audiences. Also, not disclose personally identifiable information in reports, such as aggregating, data suppression, rounding, recoding, blurring, perturbation, etc.
9. Delete files containing sensitive data after using them on computers, or move them to secured servers or personal folders accessible only by authorized parties.
10. NOT use email to send screenshots, text, or attachments that contain personally identifiable or other sensitive information. If users receive an email containing such information, they will delete the screenshots/text when forwarding or replying to these messages. If there is any doubt about the sensitivity of the data, the mechanism outlined below in item 11 should be used.
11. Use secure methods when sharing or transmitting sensitive data, such as a Secure File Transfer Protocol (SFTP) website.
12. NOT transmit child/staff-level data externally unless expressly authorized in writing by the data owner and then only transmit data via approved methods such as described in item 11.
13. Limit use of individual data to the purposes which have been authorized within the scope of job responsibilities.

Harrison School District 2: Agreement Concerning Data Sharing & Confidentiality

As a contractor with Harrison School District 2, I hereby affirm that: (Initial)

_____ I¹ have read the Data Sharing and Confidentiality assurances attached to this agreement form. These assurances address general procedures, data use/sharing, and data security.

Using HSD2 Data and Reporting Systems

_____ I will always use a password-protected computer when accessing data and reporting systems, viewing child/staff records, and downloading reports.

_____ I will never share or exchange individual passwords, for either personal computer(s) or company system user accounts, with staff or participating program staff.

_____ I will always log out of and close the browser after each use of HSD2 data and reporting systems.

_____ I will always only access data in which I have received explicit permissions from the data owner.

Handling Sensitive Data

_____ I will always keep sensitive data only on password-protected company computers.

_____ I will always keep printed files containing personally identifiable information in a locked location while unattended.

_____ I will never share child/staff-identifying data during public presentations, webinars, etc. I understand that dummy records should be used for such presentations.

_____ I will always delete files containing sensitive data after working with them from my desktop, or move them to a secured company server.

¹ I make these representations on behalf of the contractor, its employees and agents.

Reporting & Data Sharing

_____ I will always publish only aggregate data in groups no smaller than 16 children in public reports and only for valid purposes including but not limited to: program evaluation, state/federal accountability, stakeholder requests for information, and public engagement presentations.

_____ I will always take steps to avoid disclosure of personally identifiable information in reports, such as aggregating, data suppression, rounding, recoding, blurring, perturbation, etc.

_____ I will never use email to send screenshots, text, or attachments that contain personally identifiable or other sensitive information. If I receive an email containing such information, I will delete the screenshots/text when forwarding or replying to these messages.

_____ I will never transmit child/staff-level data externally unless explicitly authorized in writing by the data owner.

_____ I understand that when sharing child/staff-identifying data with authorized individuals, I will always use secure methods when sharing or transmitting sensitive data, such as a Secure File Transfer Protocol (SFTP). Also, sharing within secured server folders is appropriate for internal file transfer.

_____ I will always immediately report any data breaches, suspected data breaches, or any other suspicious activity related to data access to the Research Data & Accountability Department of Harrison School District. Moreover, I acknowledge my role as steward of child/staff information, and affirm that I will handle personal information with care to prevent disclosure.

_____ I understand that failure to adhere to guidelines may result in termination of any HSD2 entered contracts and additional actions as deemed necessary by HSD2.

Print Name: _____

Signed: _____

Date: _____