

**DATA SHARING AGREEMENT BETWEEN  
CITIZENS OF THE WORLD CHARTER SCHOOLS – KANSAS CITY (CWC-KC)  
AND CITIZENS OF THE WORLD CHARTER SCHOOLS (CWCS)**

This Data Sharing Agreement is entered into as of 18 January, 2017, by and between the Citizens of the World Charter Schools –Kansas City (“CWC-KC” or “Charter School”), a Missouri nonprofit public benefit corporation with its principal place of business at 3435 Broadway Blvd., Kansas City, MO 64111 and Citizens of the World Charter Schools (“CWCS” or “Service Provider”), a corporation with its principal place of business at 5371 Wilshire Blvd, Suite 210, Los Angeles, CA 90036. The Charter School and Service Provider are occasionally referred to herein individually as “Party” and collectively as the “Parties.”

WHEREAS, Service Provider’s data analysis and reporting services will provide CWC-KC with information on student and organizational performance (the “Services”);

WHEREAS, the purpose of this Data Sharing Agreement is to facilitate the collection, analysis, and sharing of data between CWC-KC and Service Provider so that Service Provider can fully implement its commitments to CWC-KC as identified in the License and Affiliation Agreement entered into by and between the Parties as of October 15, 2015 as the same may be amended (the “License and Affiliation Agreement”), consistent with the requirements of Missouri and federal law, including the Family Educational Rights and Privacy Act, 20 U.S.C. section 1232g (“FERPA”);

WHEREAS, pursuant to the License and Affiliation Agreement, Service Provider provides CWC-KC with academic, financial, administrative, technical and other forms of support in furtherance of CWC-KC’s educational purposes and the CWC Network Fundamentals, including: collaboration in support of curricular decisions and execution of the academic program outlined in CWC-KC’s Charter;

WHEREAS, Licensing and Service Provider is a contractor and consultant to which CWC-KC has outsourced institutional services or functions and constitutes a school official within the meaning of section 99.31 (a)(1)(i)(B) of Title 34 of the Code of Federal Regulations because it performs an institutional service or function for which CWC-KC would otherwise use employees, is, solely with respect to the use and maintenance of CWC-KC Student Education Records under the direct control of CWC-KC, and is subject to the requirements of section 99.33(a) of Title 34 of the Code of Federal Regulations governing the use and redisclosure of personally identifiable information (“PII”) from Student Education Records; and

WHEREAS, Service Provider will maintain the confidentiality of any and all Student Education Records shared by CWC-KC and will destroy such records when no longer needed for the purposes identified.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Recitals.** The recitals are incorporated herein and made of part of this Data Sharing Agreement.

2. **Term.** This Agreement shall be effective as of the date first above written, and shall remain effective for a term equal to the remaining term, as the same may be extended, of the License and Affiliation Agreement, unless this Agreement is earlier terminated by either Party upon 60 days' written notice to the other Party.

3. **Definitions.** For the purpose of this Agreement, the following definitions shall apply:

- a. "School Data" means the CWC-KC Charter School's information, data, records, and materials provided to Service Provider and may include personally identifiable information and other non-public information related to students.
- b. "Student Education Records" means those records that are directly related to a CWC-KC student and maintained by CWC-KC or Service Provider consistent with this agreement except that the term does not include those records excepted from the definition of "education records" at 34 C.F.R. § 99.3. "Student Education Records" does not mean de-identified information, including aggregated de-identified information, used by the Service Provider to improve educational products for adaptive learning purposes and for customizing pupil learning.
- c. "De-identified Information" means information that cannot be used to identify an individual student.
- d. "Student" means any individual who is or has been in attendance at CWC-KC and regarding whom CWC-KC maintains education records, except as otherwise may be specifically provided for in FERPA or its implementing regulations.
- e. "Eligible Student" means a Student who has reached 18 years of age.

#### 4. Data Sharing

CWC-KC and Service Provider shall exchange School Data including academic information and other data related to the delivery of educational services to CWC-KC students. This data includes, but may not be limited to, the following data elements listed below. The School Data will be uploaded to a secure URL provided by Service Provider solely for this purpose.

Field	Description
<b>Demographics</b>	
Student ID	Unique ID of student
Statewide Student Identifier	Unique ID of student created by state
Last Name	Student's last name
Middle Name	Student's middle name
First Name	Student's first name

School	Student's school
Grade	Student's grade level
Class	Student's class
Teacher First and Last Name	Student's teacher name
Gender	Student's gender
Race / Ethnicity	Student's race and/or ethnic background
Special Education Status	Student's enrollment in special education program (with an IEP - Individualized Education Program)
English Language Learner Status	Student's enrollment in English Language Learner (ELL) program
Language Proficiency Classification	Student's English language proficiency status
Free or Reduced Priced Meal Eligibility	Student's eligible for Free or Reduced priced meals as per federal guidelines
Primary language	Student's primary language

Field	Description
<b>State Assessment History</b>	
Subject Area	Student's subject area for assessment
Scale Score	Student's scale score by subject area
Achievement Level	Student's achievement level by subject area
Performance Level	Student's achievement level by subject area
Area Descriptors	Student's area achievement level descriptors by subject area
<b>Network Assessment History – NWEA Measures of Academic Progress</b>	
Subject Area	Student's subject area for assessment
RIT Score	Student's RIT score by subject area
Percentile Rank	Student's Percentile Rank by subject area
Met Expected Growth	Student's status of meeting expected growth for a specific time period by subject area
<b>Network Assessment History – Social and Emotional Learning</b>	
Social and Emotional Comprehension Area Score	Student's score on each comprehension area
Social Preference Z Score	Student's score for social preference

School Data shall be used only for the purposes identified in the License and Affiliation Agreement attached as Attachment A.

- 5. Ownership and Control of Student Education Records.** Under this Agreement, Student Education Records continue to be the property of and under the control of the CWC-KC Charter School.
- 6. Use of Student Education Records by Service Provider.** The Service Provider is prohibited from using any information in Student Education Record(s) for any purpose other than those required or specifically permitted by this Agreement.
- 7. Security and Confidentiality.** The Service Provider and CWC-KC agree that they shall maintain safeguards and use efforts and processes to protect personally identifiable student information in a manner which meets industry standards. Service Provider agrees to keep all of the Charter School's Student Education Records secure and confidential and to comply with the requirements of the Family Educational Rights to Privacy Act ("FERPA"), including those obligations identified in Paragraph 10 of the Agreement. Service Provider shall not: (i) disclose any Student Education Records, or confidential information from Student Education Records, to any unauthorized third party; (ii) make any use of Student Education Records except to perform its obligations under this Agreement; or (iii) make Student Education Records available to any of its employees, officers, or agents except those individuals who have been authorized by CWC-KC to use the information pursuant to the terms of this Agreement.
- 8. Notification of Unauthorized Disclosure.** Within twenty-four (24) hours of learning of an unauthorized disclosure of Student Education Records, Service Provider will notify the CWC-KC Charter School of the unauthorized disclosure of Student Education Records via e-mail and phone. Within seventy-two (72) hours of learning of the unauthorized disclosure of Student Education Records, the Charter School will provide written notification to parents, guardians.
- 9. Certification Upon Expiration of Agreement.** Service Provider shall certify that Student Education Records shall not be retained by Service Provider and CWC-KC shall certify that Student Education Records shall not be made available to Service Provider upon expiration or termination of this Agreement no later than 10 business days after expiration of this Agreement's terms. Either party shall be able to seek judicial relief for enforcement of the acquisition of certification that each respective Party has complied with its obligations in this regard no later than 10 business days after expiration of this Agreement.
- 10. Compliance with FERPA.** The Charter School and the Service Provider will jointly ensure compliance with FERPA as follows:
  - (a) All Student Education Records will be transmitted and stored by Service Provider in ways that are not publicly accessible.
  - (b) Security audits will be regularly performed by Service Provider to ensure data integrity.
  - (c) Service Provider will not share information with any third parties that could be used to personally identify students. If the Charter School requests that Student Education Records be sent to a third party, with parental consent, Service Provider will send the Student Education Records to the Charter School and never directly to the third party.

- (d) Service Provider will collaborate with CWC-KC to comply with the requirements of FERPA, including responding to any Parent's or Eligible Student's request to inspect and review Student Education Records and any Parent's or Eligible Student's request to amend Student Education Record(s) that the Parent or Eligible Student believes are inaccurate, misleading or otherwise in violation of a student's privacy rights under FERPA.
- (e) Parents or Eligible Pupils may review personally identifiable information in the Student's Education Records and request amendment of Student Education Records consistent with FERPA by contacting the CWC-KC Student Education Records Custodian. The CWC-KC Student Education Records Custodian shall contact Service Provider as soon as practicable after the request and in no event later than 5 business days after date on which the request was made. Service Provider will respond to the request consistent with CWC-KC policies and/or procedures.
- (f) CWC-KC will provide notification to Parents and Eligible Students that Service Provider is a "school official" within the meaning of FERPA and is under the direct control of CWC-KC with respect to the use and maintenance of personally identifiable information ("PII") from Student Education Records.

**11. Prohibition Against Use for Targeted Advertising.** The Service Provider is prohibited from using personally identifiable information in pupil records to engage in targeted advertising.

**12. Controlling Agreement.** To the extent that there is any conflict or inconsistency with the License and Affiliation Agreement (Attachment A) and this Agreement, the terms and conditions of this Agreement shall control.

**13. Headings.** The headings contained in this Agreement are for convenience only and shall not be interpreted to limit or otherwise affect the meaning or construction of any provision of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date first above written.

**SIGNATURES:**

**CITIZENS OF THE WORLD CHARTER SCHOOLS --  
KANSAS CITY:**

**CITIZENS OF THE WORLD CHARTER SCHOOLS:**

\_\_\_\_\_  
Dr. Kristin Droege  
Executive Director

\_\_\_\_\_  
Kriste Dragon  
Chief Executive Officer