

Woodridge Local School District

AGREEMENT REGARDING RELEASE OF EDUCATION RECORDS TO ENTITIES CONDUCTING AUDITS OR EVALUATIONS OF FEDERAL OR STATE-SUPPORTED EDUCATION PROGRAMS OR TO ENFORCE OR COMPLY WITH FEDERAL LEGAL REQUIREMENTS

I. This is to acknowledge that _____ is hereby formally designated as an authorized representative for receipt of personally identifiable student information for the purposes of an audit or evaluation conducted by _____. This information shall be used exclusively for the purposes of this audit, evaluation or activity, as indicated below, and will not be provided or disclosed to anyone other than representatives of _____ with legitimate interests in the information. Approval to use this personally identifiable information for this audit or evaluation does not confer approval to use it for another audit, evaluation or enforcement activity.

II. The specific personally identifiable information to be disclosed includes the following types of data:

III. The purpose of disclosing the aforementioned personally identifiable information is (check one)

- To carry out an evaluation of a Federal or State supported education program.
- To carry out an audit of a Federal or State supported education program.
- To enforce or to comply with Federal legal requirements that relate to those programs.

IV. Describe the audit, evaluation, or enforcement/compliance activity with sufficient specificity to make clear that it falls within the audit/evaluation exception.

A. How will the personally identifiable information from the education records be used?

B. Describe the methodology of the audit, evaluation, or enforcement/compliance activity.

C. Why is disclosure of personally identifiable information necessary to accomplish the audit, evaluation, or enforcement/compliance activity?

V. The personally identifiable information must be destroyed when it is no longer needed for the purpose specified above. This audit, evaluation, or enforcement/compliance activity is expected to be completed by __/__/__.

I agree that within _____ days after the information is no longer needed for purposes of the audit, evaluation, or enforcement/compliance activity, or after the duration of the activity has concluded, all information provided by the Board of Education in connection with that audit, evaluation or enforcement/compliance activity will be destroyed through shredding or _____, and I will not maintain any copies of the information.

VI. Policies and Procedures to Protect Personally Identifiable Information From Further Disclosure.

I agree to follow the policies and procedures established by the Board of Education to protect personally identifiable information from further disclosure and unauthorized use. These policies and procedures include, but are not limited to, the following regulations:

A. The disclosed personally identifiable information may not be further disclosed to any entity or individual without prior authorization. Approval to use this personally identifiable information for this audit, evaluation or enforcement/compliance activity does not confer approval to use it for another audit, evaluation or enforcement/compliance activity.

B. The Board of Education maintains the right to review any data prior to publication, to verify that proper disclosure avoidance techniques have been used, and to audit or monitor _____'s policies, procedures, and systems. In no way does the Board of Education assign ownership of the education records or the personally identifiable information contained therein to _____.

C. The following data security provisions will be utilized in preventing unauthorized use and disclosure of the provided personally identifiable information (describe any applicable security elements, such as encryption requirements, where data will be hosted, transmission methodologies, and other provisions to prevent unauthorized access):

Alternatively, a data stewardship plan describing _____'s policies and procedures designed to protect privacy and security, will be attached to this agreement.

- D. The following individuals will have access to the data at the specified checkpoints and will be personally bound to this agreement, in addition to the entity entering into this contract.

Name of Data Custodian	Point of Contact With Data
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- E. In case of noncompliance or data breach, the Board of Education reserves the right to seek any and all applicable penalties allowable by state and federal law. This may include data bans and liquidated damages or other penalties as specified below:

- F. For additional information about the Board of Education's policies and procedures incorporated into this agreement, refer to Board Policy 8330 and Administrative Guideline 8330.

(Name of Organization's Representative)

(Organization)

(Signature)

(Date)

(Superintendent's Signature) **[Note: this could be the COR or DRO's signature]**

(Date)

10/16/12