AGREEMENT: **USBE250012IAA**

INTERAGENCY AGREEMENT

for Two-Way External Data Sharing

between

UTAH STATE BOARD OF EDUCATION

and

UTAH DEPARTMENT OF WORKFORCE SERVICES

PARTIES: This Interagency Agreement (**"Agreement"**) is between the **Utah State Board of Education** (**"USBE"**) and Utah Department of Workforce Services (**"Agency" or "DWS"**), each individually a **"Party"** and together the **"Parties"**.

AGREEMENT PERIOD:

Effective Date: **December 9, 2024**

Termination Date: **December 1, 2029**, unless terminated early or extended in accordance with the terms and conditions of this agreement.

Renewal Options, if any: **none**

ATTACHMENTS: Any conflicts between Attachment A and the other attachments will be resolved in favor of Attachment A.

ATTACHMENT A: Utah State Board of Education Standard Terms and Conditions for Two-Way Interagency Data Sharing

ATTACHMENT B: Scope of Data Sharing

SIGNATURES OF APPROVAL:

Each signor below represents that he or she has the requisite authority to enter into this Agreement.

IN WITNESS WHEREOF, the Parties sign and cause this Agreement to be executed.

	Signature	Date	Name	Title
DWS	Kevin Burt Kevin Burt (Dec 23, 2024 15:56 MST)	12/23/2024	Casey Cameron	Executive Director
USBE		Jan 7, 2025	Sydnee Dickson, Ed.D	State Superintendent of Public Instruction

USBE CONTACT PERSON:	Name/Title:	Katy Challis, Director of Privacy
	Phone/email:	801-538-7894, katy.challis@schools.utah.gov
DWS CONTACT PERSON:	Name/Title:	Kristi Manseau, Contract Specialist
	Phone/email:	801-368-5815, kmanseau@utah.gov

ATTACHMENT A:
UTAH STATE BOARD OF EDUCATION STANDARD TERMS AND CONDITIONS FOR TWO-WAY INTERAGENCY DATA SHARING

1. **DEFINITIONS**: The following terms shall have the meanings set forth below:
   - 1.1. **"Authorized Persons"** means Party's employees, officers, partners, Subcontractors or other agents of Party who require access to Data and who have a legitimate educational interest in the education records to enable the Party to perform its responsibilities under this Agreement.
   - 1.2. **"Agreement Signature Page(s)"** means the cover page(s) of this Agreement that each Party signed.
   - 1.3. **"Data"** includes Student Personally Identifiable Information and Educator Data, and may also include Confidential Information.
   - 1.4. **"Data Steward"** means the entity responsible for combining two Data sets from different sources, and managing the resultant Data set. If a USBE Data system is being used, then USBE is the Data Steward. If another entity is doing the calculations or derivations, then that entity becomes the Data Steward.
   - 1.5. **"Destroy"** means to remove Data such that it is not maintained in retrievable form and cannot be retrieved in the normal course of business.
   - 1.6. **"Educator Data"** includes, but is not limited to, the educator's name; any unique identifier, including social security number; and other information that, alone or in combination, is linked or linkable to a specific educator.
   - 1.7. **"Incident"** means the potentially unauthorized access to Data that a Party believes could reasonably result in the use, disclosure or theft of Data within the possession or control of the Party or the Party's Subcontractors.
   - 1.8. **"Metadata"** includes all information created manually or automatically to provide meaning or context to other data.
   - 1.9. **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
   - 1.10. **"Student Personally Identifiable Information"** or **"PII"** has the same meaning as that found in U.C.A § 53E-9-301, and includes both direct identifiers (such as a student's or other family member's name, address, student number, or biometric number) and indirect identifiers (such as a student's date of birth, place of birth, or mother's maiden name). Indirect identifiers that constitute PII also include metadata or other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
   - 1.11. **"Subcontractors"** means any person or entity that will receive Student Personally Identifiable Information shared as part of this agreement.
   - 1.12. **"Targeted Advertising"** means advertising to a student or student's parent by a Party if the advertisement is based on information or Data the Party collected or received under this Agreement.
2. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Agreement, Parties and all Data sharing shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Parties shall maintain or supervise the maintenance of all records necessary to properly account for each Party's respective performance under this Agreement. These records shall be retained by each Party for at least six (6) years after termination of this Agreement, or until all audits initiated within the six (6) years have been completed, whichever is later. Each Party agrees to allow, at no additional cost, the State of Utah, federal auditors, USBE staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, each Party agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
5. **INDEPENDENT CONTRACTOR:** Each Party and the Party's respective Subcontractors, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the other Party.
6. **NON-FINANCIAL UNDERSTANDING:**
   - 6.1. This Agreement is a non-financial understanding between the Parties. No financial obligation by or on behalf of either of the Parties is implied by a Party's signature to this Agreement.
   - 6.2. The terms of any financial liability that arises from data processing activities carried out in support of the responsibilities covered herein must be negotiated separately and to the mutual satisfaction of the Parties.
   - 6.3. The legal authority for data sharing for specified purposes conveyed by this Agreement cannot be used to

support a subsequent claim of implied agreement to financial obligation.

7. **COST (OPTIONAL):** Agency agrees to pay fees in the amount of $ for the preparation or delivery of the Data (this payment may be required in advance). Payment shall be made to:
8. **AGENCY RESPONSIBILITY:** Each Party is solely responsible for fulfilling its respective requirements under the Agreement. Each Party shall identify a point of contact in the Attachment B: Scope of Data Sharing. Each Party must incorporate its responsibilities under this Agreement into every subcontract with its Subcontractors. Moreover, each Party is responsible for its Subcontractors compliance under this Agreement.
9. **INDEMNITY:** Both Parties to this Agreement are governmental entities as defined in the Governmental Immunity Act of Utah, U.C.A. § 63G-7-101 et. seq. This Agreement shall not be construed as a waiver by either or both Parties of any rights, limits, protections, or defenses provided by the Act. This Agreement shall not be construed as a waiver of any governmental immunity to which a Party to this Agreement is otherwise entitled. Each Party will be responsible for its own actions or negligence and will defend against any claims or lawsuits brought against it. There are no indemnity obligations between these Parties.
10. **EMPLOYMENT PRACTICES:** Each Party agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of each Party's respective employees.
11. **AMENDMENTS**: This Agreement may only be amended by the mutual written agreement of the Parties, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement, even if identified elsewhere in this Agreement.
12. **TERMINATION**: This Agreement may be terminated, with cause by either Party, in advance of the specified expiration date, upon written notice given by the other Party. The Party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies below. This Agreement may also be terminated without cause (for convenience), in advance of the specified expiration date, by either Party, upon thirty (30) days written termination notice being given to the other Party. Parties may terminate this Agreement, in whole or in part, at any time, by mutual agreement in writing.
13. **CHANGES IN LAW**: Upon thirty (30) days written notice delivered to the other Parties, this Agreement may be terminated in whole or in part at the sole discretion of the USBE, if the USBE reasonably determines that a change in Federal or State legislation or applicable laws materially affects the ability of either Party to perform under the terms of this Agreement.
14. **RESERVED**.
15. **PUBLIC INFORMATION**: Parties agree that this Agreement shall be a public document and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Each Party gives the other Party and the State of Utah express permission to make copies of this Agreement in accordance with GRAMA. Parties and the State of Utah are not obligated to inform the other Parties of any GRAMA requests for disclosure of this Agreement.
16. **OWNERSHIP IN INTELLECTUAL PROPERTY**: Parties each recognize that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the Parties in writing.
17. **ASSIGNMENT**: No Party may assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of the other Party.
18. **FORCE MAJEURE**: Neither Party to this Agreement will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that Party's reasonable control. Either Party may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.
19. **PUBLICITY**: A Party shall submit to the other Party for written approval all advertising and publicity matters relating to this Agreement. The Parties must approve all advertising and publicity matters mutually in writing.
20. **WAIVER**: A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
21. **SUSPENSION OF WORK**: Should circumstances arise which would cause one Party ("Suspending Party") to suspend the other Party's ("Suspended Party") responsibilities under this Agreement, but not terminate this Agreement, this will be done by formal written notice pursuant to the terms of this Agreement. Suspended Party's responsibilities may be reinstated upon advance formal written notice from the Suspending Party.
22. **CHANGES IN SCOPE**: Any changes in the scope of the services to be performed under this Agreement shall be in the form of a written amendment to this Agreement, mutually agreed to and signed by both Parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
23. **DISPUTE RESOLUTION**: Prior to either Party filing a judicial proceeding, the Parties agree to participate in the mediation of any dispute. The Parties will equally share in the cost of the mediation. Alternatively, the USBE, after consultation with Agency, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the USBE appoints such an expert or panel, USBE and Agency agree to cooperate in good faith in providing information and documents to the

expert or panel in an effort to resolve the dispute.

24. **ORDER OF PRECEDENCE**: In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) this Attachment A; (ii) Attachment B; (iii) Agreement Signature Page(s); (iv) the State of Utah's additional terms and conditions, if any; (v) any other attachment listed on the Agreement Signature Page(s); and (vi) each Party's terms and conditions that are attached to this Agreement, if any. Any provision attempting to limit the liability of either Party or limit the rights of the USBE or the State of Utah must be in writing and attached to this Agreement or it is rendered null and void.
25. **SURVIVAL OF TERMS**: Any terms that by their nature would survive the expiration of, completion, or termination of this Agreement shall survive.
26. **SEVERABILITY**: The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
27. **ERRORS AND OMISSIONS**: Neither Party shall take advantage of any errors and/or omissions in this Agreement. Each Party must promptly notify the other Party of any errors and/or omissions that are discovered.
28. **ENTIRE AGREEMENT**: This Agreement constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.
29. **CONFIDENTIALITY GENERAL PROVISIONS**:
    - 29.1. Each Party reserves all right, title, and interest, including all intellectual property and proprietary rights, in and to its respective system data, Data, and all related data and content.
    - 29.2. This Agreement applies to all data sharing between Parties. Specific data to be shared are outlined in the Attachments, along with the purpose of data sharing, data ownership and conditions and/or regulations governing the usage of the shared data, requirements for shared data retention/destruction, and Party processes for implementing these actions.
    - 29.3. Parties enter into this Agreement to share and exchange Data for the purposes of conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction.
    - 29.4. This Agreement will be reviewed, updated, and approved on a regular basis, as defined on the Agreement Signature Page.
    - 29.5. Each Party shall comply with all applicable laws and regulations including but not limited to the Family Education Rights and Privacy Act ("FERPA"), 20 U.S. Code § 1232g and 34 C.F.R. Part 99; Utah Code § 53E-9-2; the Student Data Protection Act, Utah Code § 53E-9-3; and the Individuals with Disabilities Education Act ("IDEA"), 30 U.S.C. §1400 et seq. and 34 C.F.R. Part 300.
    - 29.6. Each Party ("Audited Party") shall, upon written request, permit the other Party ("Auditing Party") or its designated representatives to perform an assessment, audit, examination, or review of all of Audited Party's sites and environments in order to confirm Audited Party's compliance with this Agreement; associated Agency or Scopes of Work; and applicable laws and regulations.
    - 29.7. Each Party shall Destroy PII collected, generated or inferred as a result of this Agreement in accordance with its respective retention schedule.
30. **DATA ACCURACY**:
    - 30.1. The Data provided are the best and most complete documentation available. Neither Party ensures 100% accuracy of all records and fields. Some data fields, including those that are not used, may contain incorrect or incomplete Data. Parties will report any systematic problems with the Data to the data owner. Data that has been manipulated or re-processed by either Party is the responsibility of that Party.
31. **ACCESS TO DATA**:
    - 31.1. Each Party shall limit access to Data to Authorized Persons only and shall require a non-disclosure agreement be signed by all Authorized Persons prior to being granted access to Data.
    - 31.2. Parties shall have strong access controls in place. Parties shall disable and/or immediately delete unused and terminated Authorized Persons' accounts and shall periodically assess account inactivity for potential stale accounts.
    - 31.3. Parties shall provide annual, mandatory privacy and security awareness and training for all Authorized Persons.
32. **USE AND DISCLOSURE OF DATA**:
    - 32.1. Parties shall not collect, use, or share Data beyond the purposes set forth in the Attachments.
    - 32.2. Parties shall share Data only for the purposes stated in the Attachments and then only with the Authorized Persons stated in the Attachments. Use beyond that stated in the Attachments requires a written amendment.
    - 32.3. If a Party ("Publishing Party") seeks to publicly release Data, Publishing Party must aggregate the Data by totaling the Data and reporting it at the group, cohort, school, school district, region, or state level. Publishing Party shall, upon request of the other Party, provide the other Party with a document that lists the steps and methods the Publishing Party shall use to de-identify the information. Any aggregate data that is publicly

released without being redacted using the methods in this section shall be considered an Incident. The following methods shall be used on any aggregated reports:

32.3.1. Aggregate data shall be reported publicly only if there is a sufficient number of individuals represented in any demographic or subgroup so that an individual cannot be identified.

32.3.2. Aggregated reports shall be redacted using complementary suppression methods that remove the risk of Data being identifiable using simple mathematics or formulas.

32.3.3. Aggregated reports shall be redacted to remove identifiability risks caused by other prior releases of aggregate data by Publishing Party.

32.4. Parties shall not use Data for the purposes of Targeted Advertising.

33. **SECURITY AND PROTECTION OF DATA**:

33.1. Each Party shall notify the other Party if there are any material changes that will negatively affect the system where all Data are stored and maintained.

33.2. The protection of Data shall be an integral part of the business activities of Parties to ensure that there is no inappropriate or unauthorized use of Data. Parties shall safeguard the confidentiality, integrity, and availability of Data.

33.3. Parties shall comply with and protect and maintain Data using methods that are at least as good as or better than that established in the State of Utah's Department of Technology Policies (https://dts.utah.gov/policies).

33.4. Agency shall store and maintain all Data in data centers located in the United States.

33.5. Agency shall enforce strong password protections on all devices and networks with access to or that store Data.

34. **INCIDENTS**:

34.1. If a Party ("Affected Party") becomes aware of an Incident involving Data by either Affected Party or any of Affected Party's Subcontractors, Affected Party shall notify the other Party ("Notified Party") within one (1) calendar day and cooperate with Notified Party regarding recovery, remediation, and the necessity to involve law enforcement, if any.

34.2. Affected Party shall produce a written remediation plan that includes information about the cause and extent of the Incident and the actions Affected Party will take to remediate the Incident and to reduce the risk of incurring a similar type of Incident in the future. Affected Party shall present its analysis and remediation plan to Notified Party within ten (10) calendar days of notifying Notified Party of an Incident. Notified Party reserves the right to adjust this plan, in its sole discretion. If Affected Party cannot produce its analysis and plan within the allotted time, Notified Party, in its sole discretion, may perform such analysis and produce a remediation plan, and Affected Party shall reimburse Notified Party for the reasonable costs thereof.

34.3. To the extent breach or Incident notification is required under applicable law, the Party whose information system has been breached or subject to an Incident shall be obligated to notify the Data subjects impacted by the breach or Incident. The Party responsible for the breach or Incident will be responsible for any costs arising from this notification.

ATTACHMENT B:
SCOPE OF DATA SHARING

BACKGROUND AND LEGAL AUTHORITY:

Family Education Rights and Privacy Act (FERPA); 20 U.S. Code § 1232g(b)(1)(K). This FERPA exception allows for the sharing of personally identifiable student information for the purposes of conducting program monitoring, evaluations, and performance measurements of National School Lunch Act Programs, under which the Summer EBT program falls (see the Consolidated Appropriations Act, 2023 below).

Family Education Rights and Privacy Act (FERPA); 34 CFR § 99.31(a)(3). In accordance with guidance from the Privacy Technical Assistance Center at the U.S. Department of Education, USBE considers an "authorized representative" in 34 CFR § 99.31(a)(3) to include contractors, consultants, volunteers, and other outside parties (i.e., non-employees) used to conduct an audit, evaluation, or compliance or enforcement activities specified in § 99.35, or other institutional services or functions for which the official or agency would otherwise use its own employees. For example, a state educational authority may re-disclose personally identifiable information from education records, without consent, to an outside attorney retained to provide legal services or an outside computer consultant hired to develop and manage a data system for education records. Under 34 CFR § 99.31(a)(3), USBE will grant access to designated staff at DWS for the purpose of USBE's statewide student identifier (SSID) look-up tool in Data Gateway.

Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.) or the Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)
Federal statute that provides food access to eligible children.

The Consolidated Appropriations Act, 2023 (P.L. 117-328)
Establishes the permanent Summer EBT Program.

7 CFR 245.6(f)(3)(i). With respect to National School Lunch Program (NSLP) requirements, 7 CFR 245.6(f)(3)(i) stipulates that NSLP participating schools, both public or private, are authorized to disclose, without parental consent, all eligibility information obtained through the free and reduced price meals or free milk eligibility process (including all information on the application or obtained through direct certification) to persons directly connected with the administration or enforcement of programs authorized under the Richard B. Russell National School Lunch Act (NSLA) or the Child Nutrition Act of 1966. The Summer EBT Program is authorized under the NSLA and is therefore covered under this authority. This means that free and reduced price school meal application data may be shared with Summer EBT agencies. This is also true for information obtained through Summer EBT applications per regulations at 7 CFR 292.13.

PURPOSE:

USBE will provide student data to the Department of Workforce Services (DWS) for the purpose of allowing DWS to utilize the data to determine household eligibility for Summer Electronic Benefit Transfer (EBT) benefits.

DATA:

DATA TYPE:

X Student PII
☐ Student-level de-identified data
☐ Unmasked aggregate student data

DATA REQUESTED:

List the data elements requested. Add additional rows as needed.

Data (Data and other information requested)
USBE will share with **DWS** the following data elements, for students that are free or reduced lunch eligible for the current school year at the time the data is pulled: ● Parent/Guardian First and Last Name ● Parent/Guardian Phone Number ● Parent/Guardian Email Address ● Student First, Middle, and Last Name ● Student Date of birth ● Address of household on record with the LEA, or Mailing Address if different than address on record ● Student's Free or Reduced Eligibility Status ● Student's enrollment in Community Eligibility Provision School or Provision 2 School ● Student School Enrollment Date ● Student School Enrollment End Date ● Free/Reduced Eligibility Date (date student became eligible for free/reduced meals) ● Statewide Student Identifier (SSID) and ● Student's Local (District) ID Number ● Student's School Name and School Code ● Student's LEA Name and LEA Code ● Direct Certification Source Program Name (SNAP, TANF, Medicaid Free, Medicaid Reduced, Foster, FDPIR, Homeless, Runaway) ● Student Emancipated Minor Status **USBE** will grant authorized **DWS** individuals with time-limited login access to USBE's statewide student identifier (SSID) look-up tool in Data Gateway for the purpose of conducting data matching to verify applying students' enrollment in a National School Lunch Program school. With this access, authorized individuals will have the ability to look up the following information for applying students: ● The following student information: ○ First, Last, Middle Name ○ Date of Birth ○ Statewide Student Identifier (SSID) ○ Student # ("Student_id"; USBE's internal number) ○ Current Enrollment Information: ■ School Year ■ LEA Code ■ LEA Name ■ School Code ■ School Name ■ Grade Level ■ LEA Entry Date ■ LEA Exit Date ○ Past Enrollment Information: ■ School Year(s) ■ LEA Code(s)

- LEA Name(s)
- School Code(s)
- School Name(s)
- Grade Level(s)
- LEA Entry Date(s)
- LEA Exit Date(s)

DWS will share the **USBE** the following data elements:

- Lists of students for whom DWS needs corrected addresses (DWS sends back the same data elements USBE sent to DWS, but only for the students for whom they need corrected addresses)
- For students applying for Summer EBT that are attending private, non-profit institutions/schools and Bureau of Indian Education schools participating in NSLP programs, student application information, including the following (Child Nutrition Program staff at USBE will manually match and return confirmation of enrollment for the Summer EBT application process):
  - Student Name
  - Date of Birth
  - Student's Local (District) ID Number
  - Parent/Guardian Name
  - Address
  - School Name

DELIVERY:

Desired delivery date: Ongoing

Delivery method: ☐ Data will be compiled by USBE and sent securely to Agency.

X Other (explain): Data transfer will be completed through either a SFTP, or a shared secure Google Drive transfer and completed on a monthly basis.

Additionally, authorized individuals at DWS will be assigned time-limited accounts to USBE's SSID look-up tool in Data Gateway.

ROLES:

		Name	Title
DWS	Data Steward:	Jake Parlett	DWS Manager III
USBE	Data Steward:	Tammi Walker	CNP Senior Business Analyst
	Data Quality Manager:	Aaron Brough	Director of Data and Statistics