

**FERPA LOCAL SCHOOL DISTRICT OFFICIAL AGREEMENT
BETWEEN
GREEN BAY AREA PUBLIC SCHOOL DISTRICT, ASHWAUBENON SCHOOL
DISTRICT, SCHOOL DISTRICT OF WEST DE PERE, DE PERE UNIFIED SCHOOL
DISTRICT, DENMARK SCHOOL DISTRICT, PULASKI COMMUNITY SCHOOL
DISTRICT, HOWARD-SUAMICO SCHOOL DISTRICT and WRIGHTSTOWN
COMMUNITY SCHOOL DISTRICT
AND
BROWN COUNTY UNITED WAY, ACHIEVE BROWN COUNTY
AND OTAVA, LLC.**

This is an Agreement ("Agreement"), dated as of the date specified below, by and between GREEN BAY AREA PUBLIC SCHOOL DISTRICT, ASHWAUBENON SCHOOL DISTRICT, SCHOOL DISTRICT OF WEST DE PERE, DE PERE UNIFIED SCHOOL DISTRICT, DENMARK SCHOOL DISTRICT, PULASKI COMMUNITY SCHOOL DISTRICT, HOWARD-SUAMICO SCHOOL DISTRICT and WRIGHTSTOWN COMMUNITY SCHOOL DISTRICT, all Wisconsin school districts (collectively referred to as "Districts" or individually "District") and Brown County United Way and/or its affiliates ("BCUW"), ACHIEVE BROWN COUNTY ("ABC"), and Otava, LLC ("Otava"), (each a "Party" and collectively the "Parties").

RECITALS

The Parties recite and declare as follows:

- A. WHEREAS, a school board may designate a contracted professional as a local school district official in order to have access to pupil records, where the contracted professional has a legitimate educational interest in said records; and
- B. WHEREAS, a local school district official performs functions, activities or services for, and on behalf of, the school district and the local school district official has access to pupil records in order to perform such functions, activities or services; and
- C. WHEREAS, a contracted professional designated to be a local school district official is prohibited from re-disclosing the pupil records; and
- D. WHEREAS, the Districts desire and authorize BCUW, ABC and Otava to provide services to the Districts in order to identify students who may be entering its schools in need of support to be successful in their pursuit of graduating college, career and community ready; and
- E. WHEREAS, the Districts, BCUW, ABC and Otava recognize that BCUW, ABC and Otava must be provided certain "directory data" and "education record" information as such terms are defined by Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, *et seq.*, and Wis. Stat. § 118.125 for the providing of such services. The Districts agree in accordance with the terms and conditions set forth herein to provide the following information to BCUW, ABC and Otava:

File 1 - Directory Data (uploaded to the CIS project's secure file server) with the following data:

- i. First, Last and Middle (where applicable) name of students age 3 to 21 years of age enrolled in the District for school year 2019-2020;
- ii. The date of birth for the students;
- iii. The home address of the students;
- iv. The dates of attendance of the students; and
- v. GBAPS assigned arbitrary identification number to be used later.

F. WHEREAS, the Parties desire to work together to provide such services to the Districts as set forth below.

NOW THEREFORE, in consideration of the mutual agreements set forth in this Agreement, the Parties agree as follows:

1. FERPA. In accordance with the Family Educational Rights and Privacy Act (FERPA), the following shall apply:
 - a. In the course of providing services during the term of the Agreement, BCUW, ABC and Otava shall have access to the identified student education records that are subject to the FERPA, 20 U.S.C. 1232g, *et seq.* and Wisconsin statute 118.125, and the regulations promulgated there under. Such information is considered confidential and is protected. To the extent that BCUW, ABC and Otava have access to "education records" under this contract, if it is deemed necessary, BCUW, ABC and Otava shall be deemed a "school official" as such term is defined under FERPA and Wisconsin law. BCUW, ABC and Otava agree that they shall not use education records for any purpose other than in the performance of this contract. Except as required by law, BCUW, ABC and Otava shall not disclose or share education records with any third party unless permitted by the terms of the contract or to pre-agreed upon subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of BCUW, ABC and Otava under this contract.
 - b. In the event any person(s) seek to access protected education records beyond the access that is provided to covered BCUW, ABC and Otava employees for purposes of providing such services to the Districts, whether in accordance with FERPA or other Federal or relevant State law or regulations, BCUW, ABC and Otava will immediately inform the applicable District or Districts of such request in writing if allowed by law or judicial and/or administrative order. BCUW, ABC and Otava shall not provide direct access to such data or information or respond to individual requests. BCUW, ABC and Otava shall only retrieve such data or information upon receipt of, and in accordance with, written directions by Districts and shall only provide such data and information to Districts. It shall be each District's sole responsibility to respond to requests for data or information received by BCUW, ABC and Otava that regarding District's data or information. Should BCUW, ABC or Otava receive a court order or lawfully issued subpoena seeking the release of such

data or information, BCUW, ABC or Otava shall provide immediate notification to the applicable District or Districts of its receipt of such court order or lawfully issued subpoena and shall immediately provide such Districts with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if required by law or judicial and/or administrative order.

- c. If BCUW, ABC or Otava experiences a disclosure or security breach concerning any education record covered by this contract, BCUW, ABC or Otava shall immediately notify the affected District or Districts and take immediate steps to limit and mitigate such security breach to the extent possible. The Parties agree that any breach of the privacy and/or confidentiality obligation set forth in the contract may, at Districts' discretion, result in cancellation of further consideration for contract award and the eligibility for BCUW, ABC or Otava to receive any information from Districts for a period of not less than five (5) years. In addition, BCUW, ABC and Otava agree to indemnify and hold District harmless for any loss, cost, damage or expense suffered by Districts, including but not limited to the cost of notification of affected persons, as a direct result of the unauthorized disclosure of education records.
 - d. Upon termination of this contract, BCUW, ABC and Otava shall return and/or destroy all data or information received from Districts upon, and in accordance with, direction from the Districts. BCUW, ABC or Otava shall not retain copies of any data or information received from a District once a District has directed BCUW, ABC or Otava as to how such information shall be returned to District and/or destroyed. Furthermore, BCUW, ABC and Otava shall ensure that they dispose of any and all data or information received from Districts in a District-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices). BCUW, ABC and Otava further agree to destroy all undistributed copies of analysis results.
2. Use of Subcontractors and Agents. BCUW, ABC and Otava shall require each of its agents and subcontractors that receive pupil records from BCUW, ABC or Otava to comply with all the terms of this Agreement.
 3. Term. The term of the Agreement shall have commenced effective the date of execution and shall expire June 30, 2021.
 4. Termination. In addition to and notwithstanding any termination provision set forth in the underlying agreement(s), in which the Districts share pupil records with BCUW, ABC and Otava, this Agreement and such underlying agreement(s) may be terminated by the Districts if BCUW, ABC and Otava fail to cure such breach within thirty (30) days of receiving written notice from the District of such breach (or such longer time necessary to cure such breach if the breach cannot be cured in (30) days). The Party in breach shall identify to the non-breaching Party all steps taking to cure such breach and the estimated timeframe for such cure.

5. Indemnification. ~~Otava~~, BCUW and ABC shall indemnify the Districts and their board members, officers, agents, subcontractors, and employees, from any and all claims, losses, suits or liability, including reasonable attorneys' fees for damages or costs resulting from the acts or omissions of ~~Otava~~, BCUW or ABC or its board members, officers, agents, subcontractors and employees while performing this Agreement or malpractice or personal injury claims from any students or parents.
6. Notices. Any notice required or permitted to be given by the terms of this Agreement or under any applicable law by any Party shall be in writing and shall be either hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested. Such written notices shall be addressed as follows:

As to Districts:

Green Bay Area Public School District
Attn: Superintendent
200 S. Broadway
Green Bay, WI 54303

Ashwaubenon School District
Attn: Superintendent
1055 Griffiths Lane
Green Bay, WI 54304-5599

Denmark School District
Attn: Superintendent
450 N. Wall Street
Denmark, WI 54208-9416

Howard-Suamico School District
Attn: Superintendent
2706 Lineville Road
Green Bay, WI 54313-7151

Pulaski Community School District
Attn: Superintendent
PO Box 36
Pulaski, WI 54162-0036

De Pere Unified School District
Attn: Superintendent
1700 Chicago Street
De Pere, WI 54115

School District of West De Pere
Attn: Superintendent
400 Reid Street, Suite W
De Pere, WI 54115

Wrightstown Community School District
Attn: Superintendent
PO Box 128
Wrightstown, WI 54180-0128

As to BCUW: Brown County United Way
Attn: President/CEO
112 North Adams Street, Ste. 201
Green Bay, WI 54301

As to ABC: Achieve Brown County
Attn: Executive Director
2701 Larsen Road, #136
Green Bay, WI 54303

As to Otava: Otava, LLC
Attn: Contracts Manager
805 E. Eisenhower
Ann Arbor, MI 48108

Any Party may, by subsequent written notice, designate a different address or party for receiving notice. Notice shall be deemed to have been given when hand delivered or two (2) days after being deposited in the U.S. certified mail, properly addressed and with the certified mail postage affixed.

7. Miscellaneous. This Agreement may be modified only by an instrument in writing signed by all Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns. The waiver of any breach of any term or condition hereof shall not be deemed a waiver of any other or subsequent breach, whether of like or of different nature. The captions contained herein are not part of this Agreement, are only for the convenience of the Parties and do not modify, amplify or give full notice of any of the terms, covenants and conditions of any articles, paragraph, clause or provisions of this Agreement. This Agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin and any legal action shall be venued in Brown County, Wisconsin. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the remainder of this Agreement. Whenever used herein, the singular form shall include the plural and vice versa, and the use of any gender shall include all genders, as appropriate.
8. Entire Agreement. This Agreement and any exhibits attached hereto contain the entire Agreement between the Parties. There are no promises, agreements, conditions, undertakings, warranties or representations, oral, written, express or implied, between the Parties other than as herein set forth.
9. Assignment. BCUW, ABC or Otava may not assign or transfer any of its rights under this Agreement without the written consent of Districts.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their duty authorized officers on the date(s) set forth below.

GBAPSD:

By Michelle S. Langenfeld Ed.D.
Printed Michelle S. Langenfeld Ed.D.
Its Superintendent of Schools & Learning
Dated June 25, 2020

BCUW:

By _____
Printed _____
Its _____
Dated _____

ASHWAUBENON:

By _____
Printed _____
Its _____
Dated _____

DENMARK:

By _____
Printed _____
Its _____
Dated _____

HOWARD-SUAMICO:

By _____
Printed _____
Its _____
Dated _____

PULASKI:

By _____
Printed _____
Its _____
Dated _____

DE PERE:

By _____
Printed _____
Its _____
Dated _____

WEST DE PERE:

By _____
Printed _____
Its _____
Dated _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their duty authorized officers on the date(s) set forth below.

GBAPSD:

By _____
Printed _____
Its _____
Dated _____

BCUW:

By _____
Printed _____
Its _____
Dated _____

ASHWAUBENON:

By *Kurt Weyers*
Printed Kurt Weyers
Its _____
Dated 7-27-2020

DENMARK:

By _____
Printed _____
Its _____
Dated _____

HOWARD-SUAMICO:

By _____
Printed _____
Its _____
Dated _____

PULASKI:

By _____
Printed _____
Its _____
Dated _____

DE PERE:

By _____
Printed _____
Its _____
Dated _____

WEST DE PERE:

By _____
Printed _____
Its _____
Dated _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their duty authorized officers on the date(s) set forth below.

GBAPSD:

By _____
Printed _____
Its _____
Dated _____


BCUW:

By _____
Printed _____
Its _____
Dated _____

ASHWAUBENON:

By _____
Printed _____
Its _____
Dated _____

DENMARK:

By 
Printed LUKE CORRAL
Its _____
Dated 7/3/2020

HOWARD-SUAMICO:

By _____
Printed _____
Its _____
Dated _____

PULASKI:

By _____
Printed _____
Its _____
Dated _____

DE PERE:

By _____
Printed _____
Its _____
Dated _____

WEST DE PERE:

By _____
Printed _____
Its _____
Dated _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their duty authorized officers on the date(s) set forth below.

GBAPSD:

By _____
Printed _____
Its _____
Dated _____

BCUW:

By _____
Printed _____
Its _____
Dated _____

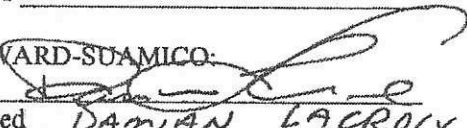
ASHWAUBENON:

By _____
Printed _____
Its _____
Dated _____

DENMARK:

By _____
Printed _____
Its _____
Dated _____

HOWARD-SUAMICO:

By 
Printed DAMIAN LACROIX
Its SUPERINTENDENT
Dated 7-28-2020

PULASKI:

By _____
Printed _____
Its _____
Dated _____

DE PERE:

By _____
Printed _____
Its _____
Dated _____

WEST DE PERE:

By _____
Printed _____
Its _____
Dated _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their duty authorized officers on the date(s) set forth below.

GBAPSD:

By _____
Printed _____
Its _____
Dated _____

BCUW:

By _____
Printed _____
Its _____
Dated _____

ASHWAUBENON:

By _____
Printed _____
Its _____
Dated _____

DENMARK:

By _____
Printed _____
Its _____
Dated _____

HOWARD-SUAMICO:

By _____
Printed _____
Its _____
Dated _____

PULASKI:

By Allison K Space
Printed Allison K Space
Its AKS
Dated 7-8-2020

DE PERE:

By _____
Printed _____
Its _____
Dated _____

WEST DE PERE:

By _____
Printed _____
Its _____
Dated _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their duty authorized officers on the date(s) set forth below.

GBAPSD:

By _____
Printed _____
Its _____
Dated _____

BCUW:

By _____
Printed _____
Its _____
Dated _____

ASHWAUBENON:

By _____
Printed _____
Its _____
Dated _____

DENMARK:

By _____
Printed _____
Its _____
Dated _____

HOWARD-SUAMICO:

By _____
Printed _____
Its _____
Dated _____

PULASKI:

By _____
Printed _____
Its _____
Dated _____

DE PERE:

By *B. Hill*
Printed BENJAMIN VILLARUEL
Its SUPERINTENDENT
Dated 7/7/2020

WEST DE PERE:

By _____
Printed _____
Its _____
Dated _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their duly authorized officers on the date(s) set forth below.

GBAPSD:

By _____
Printed _____
Its _____
Dated _____

BCUW:

By _____
Printed _____
Its _____
Dated _____

ASHWAUBENON:

By _____
Printed _____
Its _____
Dated _____

DENMARK:

By _____
Printed _____
Its _____
Dated _____

HOWARD-SUAMICO:

By _____
Printed _____
Its _____
Dated _____

PULASKI:

By _____
Printed _____
Its _____
Dated _____

DE PERE:

By _____
Printed _____
Its _____
Dated _____

WEST DE PERE:

By Dennis King
Printed Dennis King
Its Superintendent
Dated 7/28/2020

WRIGHTSTOWN:

By *Carla M. Burboltz*
Printed Carla M. Burboltz
Its Superintendent
Dated 6/25/2020

ABC:

By _____
Printed _____
Its _____
Dated _____

OTAVA, LLC:

By _____
Printed _____
Its _____
Dated _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their duty authorized officers on the date(s) set forth below.

GBAPSD:
By _____
Printed _____
Its _____
Dated _____

BCUW:
By [Signature]
Printed ROBERT P. JAVI
Its INDEPENDENT STATE
Dated 9-8-2020

ASHWAUBENON:
By _____
Printed _____
Its _____
Dated _____

DENMARK:
By _____
Printed _____
Its _____
Dated _____

HOWARD-SUAMICO:
By _____
Printed _____
Its _____
Dated _____


PULASKI:
By _____
Printed _____
Its _____
Dated _____


DE PERE:
By _____
Printed _____
Its _____
Dated _____

WEST DE PERE:
By _____
Printed _____
Its _____
Dated _____

WRIGHTSTOWN:

By _____
Printed _____
Its _____
Dated _____

ABC: 
By _____
Printed SPENCER BUNNIE
Its EXECUTIVE DIRECTOR
Dated 9/8/2020

OTAVA, LLC: 
By _____
Printed TOM WILTEN
Its CFO
Dated 10/13/2020