

STATE OF NORTH DAKOTA
STUDENT INFORMATION SYSTEM AGREEMENT
May 2026

I. PARTIES

The parties to this Agreement (“Agreement”) are the State of North Dakota, acting through its Department of Public Instruction (“DPI” or “State”), and _____ (School District), each a Party and collectively the “Parties.”

II. PURPOSE

The purpose of this Agreement is to set forth the terms for the management, delivery, support, and hosting of a statewide Student Information System (“SIS”) for State of North Dakota public schools and school districts (School Districts).

This Agreement further defines the parameters for sharing information between the Parties in a manner consistent with the Federal Education Records Privacy Act of 1974 (“FERPA”). The terms and conditions related to the disclosure and use of School District’s education records disclosed to DPI for the implementation and operation of the SIS are contained in Appendix A.

III. LEGAL REQUIREMENTS

Authority to mandate the SIS for School Districts.

Each School District is required to acquire and use the SIS administered by DPI as its principal student information system. *See* N.D.C.C. § 15.1-07-33. School District that is a Party to this Agreement appoints DPI as its Authorized Representative as defined under FERPA for the purpose of hosting and managing student level data in the SIS.

FERPA Requirements and Compliance.

School District data collected in the SIS is protected by the Family Educational Right to Privacy Act (“FERPA”) and the use of student data is governed by several North Dakota statutes, including N.D.C.C. § 15.1-07-25.3. While FERPA uses the term Local Education Agency when referring to schools, North Dakota’s statutory use of that term is limited to situations involving federal aid for special education and the prohibition on aiding and abetting sexual abuse. *See* N.D.C.C. §§ 15.1-32-21 and 15.1-19-26 respectively.

As a result, this Agreement will use the term “School District” in place of “local educational authority or agency” as used in FERPA.

IV. AUTHORIZATION FOR DISCLOSURE

School District understands and consents to the use of personally identifiable information (“PII”) from its education records, as defined under FERPA, by DPI for the purpose of conducting studies, and for the purpose of conducting evaluations and audits of educational programs and institutions or for compliance with federal or state legal requirements that relate to those educational programs and institutions. School

District further understands that this use and disclosure of its PII may be merged with PII or wage data from other School Districts or state agencies, including the Statewide Longitudinal Data System (“SLDS”). Any such use or disclosure of PII is subject to the limitations set forth in FERPA, state law, and this Agreement.

V. DATA GOVERNANCE AND DISCLOSURE

Any disclosure of information or data under this Agreement shall remain consistent with prior disclosure practices used by the North Dakota Information Technology Department. The Superintendent of Public Instruction shall establish an Advisory Committee to provide advice and input regarding any requests for disclosure of data or information provided under this Agreement. The composition of the Advisory Committee shall consist of 6-12 members, half of which shall be representatives from local school districts.

VI. TERM OF AGREEMENT

This Agreement Term (“Term”) begins upon execution by both parties and ends on August 1, 2027.

VII. SECURITY OF DATA

The Parties must assume responsibility of data received from each other and shall employ and maintain security measures to protect data from unauthorized physical and electronic access. Methods employed to maintain the security of data are subject to review and approval by each Party.

The Parties must comply with all applicable federal and state laws and regulations protecting the privacy of individuals, including FERPA.

School Districts shall have the right to request periodic reports on how their data is being accessed, used, and disclosed under this Agreement.

VIII. METHODS OF DATA TRANSFER

The Parties shall employ industry best practices, both technically and procedurally, to protect the data from unauthorized physical and electronic access while in transfer, at rest, and in use, with the SIS.

IX. DATA BREACH

- a. In the event of lost data, the affected Party must notify the other Party within forty-eight hours (48) after discovery of the loss.
- b. In the event of a data breach including disclosure or access of PII by an unauthorized individual, the affected Party must notify the other Party within forty-eight (48) hours after discovery of the breach.
- c. In either event, the Parties must cooperate to investigate the breach and in taking steps to remedy the breach.
- d. DPI, in consultation with School District, must determine whether notice of the breach is to be provided to any individuals or enforcement agencies under North Dakota Century Code (N.D.C.C.) ch. 51-30, and which Party, including the SIS contractor, must provide that notice.
- e. In all events, the Parties agree to use best efforts to prevent a recurrence of the breach.

VIII. SEVERABILITY

If any term of this Agreement is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the Parties are to be construed and enforced as if this Agreement did not contain that term.

IX. ENTIRE AGREEMENT

This Agreement and attachments to the Agreement constitute the entire agreement between the Parties. No modifications, alterations, changes, or waiver to this Agreement or any of its terms are valid or binding unless accomplished by a written amendment signed by both parties.

X. NOTICE

Absent notice to the contrary in writing, all communications shall be sent as follows:

STATE OF NORTH DAKOTA	SCHOOL DISTRICT
Department of Public Instruction	District Name:
Title: Information Technology and Data Services Director	Title:
Address: 600 E Boulevard Ave, Bismarck, ND 58505	Address:

XI. ASSIGNMENT

The rights, duties, obligations and interests of the parties set out in this Agreement may not be assigned or transferred.

XII. CONTINUING PRIVACY AND SECURITY OBLIGATION

The Parties rights and obligations regarding confidentiality, data breach, and Data destruction, in this Agreement and each Appendix shall survive the termination of this Agreement.

XIII.EFFECTIVENESS OF AGREEMENT

This Agreement is not effective until fully executed by the Parties.

STATE OF NORTH DAKOTA	SCHOOL DISTRICT
Department of Public Instruction	(INSERT SCHOOL DISTRICT NAME)
BY:	BY:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

**APPENDIX A
DATA USE FOR STUDIES, AUDITS AND EVALUATIONS**

I. PURPOSE AND SCOPE

Appendix A defines the terms and conditions for sharing information between the Parties in a manner consistent with the Federal Education Records Privacy Act of 1974 (“FERPA”). Pursuant to 34 C.F.R. § 99.31(a)(6) a School District may disclose student personally identifiable information (“PII”) from education records without consent to organizations conducting studies for, or on behalf of, schools, school districts, or post-secondary institutions.

The information will be used by DPI’s authorized users, including the SLDS, to conduct studies designed to improve instruction for individuals in the State of North Dakota. The studies will allow DPI and School District authorized users to evaluate the School Districts’ educational programs on a systems level. The information will also assist School District in determining pathways, progress, and predictors of its students post-high school activity, including how prepared for post-secondary education students are who enroll in or graduate from School District, whether students enroll in, persist, and complete post-secondary education; and student enrollment in remedial courses.

Appendix A further defines the terms and conditions for sharing information between the Parties in a manner consistent with FERPA. Pursuant to 34 C.F.R. § 99.35(a)(1), a School District may disclose PII from education records without consent to authorized representatives of the education authority for purposes of conducting audits and evaluations of Federal and state-supported education programs, or for the enforcement or compliance with Federal legal requirements that relate to such education programs.

II. COMPLIANCE WITH FERPA

The Parties shall comply with the provisions of FERPA. For purposes of this Appendix, FERPA includes any amendments or other relevant provisions of federal law, as well as Chapter 99 of Title 34 of the Code of Federal Regulations. The Parties agree to protect PII from education records, including any personal characteristics of a student, or parent, which could make the student’s identity traceable by anyone other than the authorized agents of the Parties. Any data set or output report that may be generated from the SIS using confidential data must be de-identified.

No Party may disclose data summaries based on student PII from educational records or otherwise release data or reports relating to any individual student unless permitted by law.

III. INFORMATION TO BE DISCLOSED

The specific data to be disclosed for purposes of this Appendix is defined in Appendix B, Data File Description.

IV. PERMITTED USE OF INFORMATION

The Parties may use and disclose data under this Appendix for purposes of conducting studies, audits and evaluations, and compliance monitoring, as set forth in Appendix B.

V. DATA OWNERSHIP

Nothing in this Appendix implies DPI ownership of any data shared by School District.

**APPENDIX B
INFORMATION DISCLOSED**

Category	Item
Demographics	Student name(s), date of birth, gender
	School and state identifications for the student
	Race/Ethnicity
	Addresses and phone numbers
	Parent names and identifications which allows for parent login to Education Portal
Enrollment	Student enrollment in schools, including dates and enrollment / exit codes.
	Student period level attendance (calculate days present/days absent)
State Custom - student	State custom fields e.g. CTE cohort graduation year, student with child, displaced homemaker, received GED, Optional Curriculum date, Civics test passed date, section 504,
	DPI program participation details as indicated on the state/province page in Infinite Campus
	Records release indicators which allow School Districts to release or not release student records
Academic Record	Student Course grades (all stored grades and standards from the SIS)
	Course details and course section details including course name, credit hours, type of credit, subject, course local and state identifiers
	Student and Staff Course schedules (used for student dashboards, teacher association with student)
	Transcript level details: GPAs of student, class rank, GPA calculation methods, grade scales, grades and terms used on transcript, elements needed to replicate a transcript

Assessments	Local Assessment data released by the School District to the SIS through a data sharing agreement with assessment vendor. DPI mandated or sponsored assessments and tests including (NDSA, WIDA, Access ELL, Clem/Cream)
Program Participation	Program participation as collected by DPI (see State Custom) (Title 1, Refuge, Migrant, Homeless, Immigrant, LEP/ELL, Economically Disadvantaged, Disability and IEP, 21 st Century, Alternative Ed, BIE, Military) Element collected subject to change by SEA program reporting requirements
School	School demographics (address, city) and identifiers needed to conform the school to the state definition
Calendar	School daily calendars
Staff	Staff name, identifiers, roles, positions, and User tables used for securing user's access to the SIS. Staff course assignments, Staff demographics, and state reportable fields
District (School District)	Identifiers of the district. Most data defined by DPI, superintendent/address/county/sped serving unit/ other district level details defined by DPI

APPENDIX C
PERMITTED USE OF DATA FOR STUDIES AND AUDITS AND EVALUATIONS

I. ELEMENTARY AND SECONDARY READINESS

Studies and analytics to determine data points that may indicate a student’s readiness for elementary, middle school, and high school.

Permitted uses of Data:

- Results of studies and evaluations may include predictions of elementary and high school readiness to be made available to School District authorized users through secure reports and student dashboards available in the SIS. Early Warning Indicators, based on data analytics, may be made available to School District authorized users through the SIS.
- Student dashboards made available through the SIS for schools to effectively evaluate the information available on students.
- Studies and evaluations based on program enrollment, demographics of students, test scores, courses and assessments of the student that provide insight into successful grade completion of students. Provide individual student risk indicators, including classroom and cohort data for teachers and administrators to evaluate and audit performance. DPI shall provide transparency regarding any predictive analytics, risk indicators, or early warning systems generated through the SIS, including methodology, data inputs, and intended use. School districts shall have exclusive access to district specific insights realized from FERPA protected information regarding their enrolled students.
- Provide de-identified study results designed to assist policy makers in making informed public decisions regarding public policy.

II. COLLEGE READINESS AND TRANSITION

Permitted uses of Data:

- Studies and analytics to determine data points that indicate a student’s readiness for college.
- Evaluate the ability of North Dakota high school graduates to transition into college.
- Studies to determine students at risk for college retention, which will provide data to North Dakota University System (“NDUS”) College intervention specialists for retaining students and promoting successful completion of postsecondary certificates.
- Studies on where North Dakota high school students enroll in postsecondary institutions and student demographics such as age, gender, program participation information, and measures of their academic achievements as they relate to enrollment in postsecondary institutions.

K12 Data as well as data from postsecondary institutions may include studies to determine:

- Student factors related to the need for remedial or development courses to prepare students for college.
- Enrollment and retention rates for postsecondary institutions of higher education as well as degree or credentials status upon completion

- Course selection patterns in high school and college which indicate successful transition into postsecondary education or identify risk of not retaining or completing postsecondary certificates
- Effectiveness of taking Dual Credit and Advanced Placement courses
- NDUS Academic and Career and Technical Education Scholarships obtained and on-track indicators

Permitted uses of Data:

- Results of studies may be released in a de-identified aggregate format with a low-cell count suppression applied. Low-cell count suppression means cells with less than 10 students in a subgroup will be suppressed using statistical methods.
- Feedback reports authorized by the NDUS will provide the results of student outcomes on their enrollment in development courses for the students' high school to evaluate and audit their own education programs.
- Feedback reports to schools on the postsecondary enrollment of their students.
- Feedback reports authorized by this agreement with postsecondary institutions will provide student outcomes and predictions for high schools to evaluate and audit their own programs.
- Scholarship eligibility and progress feedback monitoring for schools and students will be developed and made available to schools.
- Identify students at risk of not graduating within five years of beginning a four-year program, and not completing a two-year program with four years, and provide feedback to high schools and colleges for program evaluations and student intervention strategies.
- Provide results on studies in a de-identified format to inform policy makers and the public.

IV. INSTRUCTOR AND STAFF

In general, studies performed on school personnel is data that is reported to DPI and North Dakota Education Standards and Practices Board (“NDESPB”) (degree, teaching assignments, credentials, certificates, etc.). The use of the SIS allows for more detailed studies regarding the student populations associated with the teacher/staff.

Studies on teacher credentials and the relation of the credentials to student outcomes as well as addressing teacher shortages in North Dakota. Studies will evaluate whether degree level or type result in better student outcomes. The number of teachers teaching outside of their degreed credentials. The degrees and credentials that are in shortage in School Districts.

Permitted uses of Data:

- Provide results on studies in a de-identified format to inform policy makers and the public.
- Link teachers to teacher preparation programs in North Dakota to inform the programs on continuous program improvement and to meet accreditation by the Council for the Accreditation of Educator Preparation (CAEP) requirements, specifically Standard 4, sub-standards 4.1 and 4.2 <http://caepnet.org/standards/2022-itp/standard-4>