

**DATA SHARING AGREEMENT BETWEEN
KENT SCHOOL DISTRICT No. 415
AND**

The purpose of this Agreement is to authorize the release of specified personally identifiable student information by the Kent School District (“District”) to (“Organization”) an organization that provides services to the District, provides services to District students, or conducts research on behalf of the District or on behalf of organizations that have been granted approval by the District. This Agreement supersedes all prior data sharing agreements between District and Organization for the scope and purpose identified in Section II (“Scope and Purpose”) of this Agreement.

I. GOALS

The goals of this Agreement include:

1. Protection against unauthorized access to and/or disclosure of student Personally Identifiable Information (PII) as outlined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and in 34 C.F.R. Part 99;
2. Where applicable, protection against unauthorized access to and/or disclosure of student health information or data, as outlined in the Health Insurance Portability and Protection Act (HIPPA) 42 USC.
3. Enhancing the ability of the District and Organization to improve academic achievement for District students by allowing access to individual student records consistent with the requirements of FERPA;
4. Accurately measuring District and Organization progress toward improving student outcomes and indicators, and meeting set targets and other goals; and
5. Establishing the terms and conditions for the sharing of District and student PII.

II. SCOPE & PURPOSE

The purpose of this Data Sharing Agreement is to share data, as outlined in Appendix A, between District and Organization. Organization will be:

III. CONSENT

The District recognizes that prior written consent is a permissible means to share student PII under 34 C.F.R. 99.30. The District shall not release PII to Organization without prior consent of the parent/guardian or student (if the student is at least age 18) except in cases that constitute exceptions to the consent requirements of FERPA.

Consent forms shall be collected and retained by the Organization, and, upon request, made available to the District for review. A copy of the Organization's consent form shall be attached to this Agreement. Consent forms must be compliant with FERPA or, in the case of requests for health information, the Health Insurance Privacy and Protection Act (HIPPA).

The written consent form must specify the records that may be disclosed, state the purpose of the disclosure, and state to whom the disclosures will be made, which all must be done consistent with applicable state and federal laws and regulations that apply to student records and privacy.

IV. DATA SHARING

To assess progress and the educational policies and practices in the District, the District will share a raw data files and fields ("Confidential Information") with Organization. The specific data points to be provided are outlined in this Agreement. Additional data elements will be added as addenda to this Agreement, where and when necessary.

The District will provide Organization the data identified herein beginning on or around . Data will be provided and shall continue until this agreement ends or is terminated. Data will not be transmitted until proof of parental/guardian/adult student consent is submitted and this data sharing agreement is signed by both parties.

V. DATA SECURITY AND PROTECTION OF PRIVACY

To effect the transfer of Confidential Information that is subject to federal and state confidentiality laws and to ensure that the required confidentiality of Personally Identifiable Information shall always be maintained, Organization agrees to the following in compliance with state law and FERPA and its regulations, as set forth in 34 C.F.R. §99.

1. Organization will provide the District with a list of the names, birthdates and student ID numbers (if known) of the students for whom written consent for the release of PII has been granted to Organization. This list will include any restrictions on or exceptions to the written consent. The written consent will comply with FERPA, specifically the requirements of 34 C.F.R. §99.30, and shall authorize the District to release student PII to the Organization. Organization shall maintain the written consents on file, and shall provide copies of those documents to the District upon request.
2. For purposes of this Agreement and ensuring Organization's compliance with the terms of this Agreement and all applicable state and federal laws and regulations, Organization designates (or an alternative designee specified in writing) as the temporary custodian of the data that the District shares with Organization. If the individual or title of the temporary custodian changes, the Organization will provide the District with written notice of this change before it occurs. The District will release all data and information under this Agreement to the named temporary

custodian. Organization's temporary custodian shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to the Agreement, including confirmation of the return or destruction of data as described below. The District or its agents may, upon request, review the records Organization is required to keep under this Agreement. The District designates the Director of Research, DARTS (Data, Assessment, Research, Technology & Strategy), in the Organizational Effectiveness Community (or an alternative designee specified in writing) as its liaison for all communications with Organization regarding this Agreement. If the individual or title of the temporary custodian changes, the District will provide the Organization with written notice of this change before it occurs.

3. Organization will use any information, including PII, shared under this Agreement for no purpose other than to meet the scope & purpose as outlined in this Agreement.
4. Organization may hire employees and/or contract with individuals or organizations to assist Organization in carrying out the scope of work identified in this Agreement, including contracting with third parties to conduct data analysis on Organization's behalf. Organization may disclose Confidential Information, including Personally Identifiable Information, to such persons with legitimate educational interests in the information for purposes of the research studies. Organization will require all employees and contractors to comply with this Agreement and all applicable provisions of FERPA and other laws and regulations with respect to the data and information shared under this Agreement. Before allowing an employee or contractor access to the Confidential Information shared under this Agreement, Organization agrees to require each employee and contractor with access to Confidential Information, including Personally Identifiable Information, to sign the Confidentiality Agreement attached hereto as Attachment A and to comply with such agreement. Additionally, before any such Confidential Information is shared with Organization's contractors or other individuals or organizations, Organization will notify the District of its intent to do so in writing at least ten (10) business days prior to sharing the Confidential Information. Such notification will include the identity of the organization or other organization and will provide the District with signed copies of any such Confidentiality Agreements upon request.
5. Organization will conduct the work in a manner that does not permit personal identification of students or parents by anyone other than representatives of Organization with legitimate educational interests in the information pursuant to the requirements and limitations imposed by FERPA.
6. Organization will not disclose information produced to it under this Agreement in any manner that could identify any individual student or parent, except as authorized by FERPA or provided for in this Agreement, other than to the District and Organization's authorized employees and contractors with legitimate educational interests.

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7. In the event that Organization wishes to present or publish data, results, or analysis it has gained in the course of the research for and on behalf of the District under this Agreement, prior to such presentation or publication, Organization must obtain the informed written consent of the District's Director of Research or designee.
8. Organization will not provide any data obtained under this Agreement to any entity or person that Organization knows is ineligible to receive the data pursuant to this Agreement of any applicable state and federal laws or regulations including, but not limited to, FERPA.
9. Organization will destroy or return all data files and hard copy records to the District that contain PII and purge any copies of such data from its computer systems:
 - a. Upon termination of this Agreement, either by expiration of the Term of Agreement or as provided herein,
 - b. When the PII is no longer needed for the purposes for which this Agreement was signed, whichever first occurs, or
 - c. If this Agreement is otherwise terminated by either party.Upon return or destruction of any such PII, Organization will submit a form certifying that it has fulfilled these requirements, which is attached to this Agreement as Appendix B. Organization will also require any of its agents and contractors that have been provided any PII as a result of this Agreement to meet the requirements of this provision.
10. Organization is not authorized to continue using the data obtained under this Agreement upon termination of the Agreement.
11. Organization understands that the Agreement does not convey ownership of the District's data to Organization.
12. Organization will protect all data obtained pursuant to this Agreement from any unauthorized use, disclosure, copying, dissemination, publication or distribution. Without limitation of the foregoing, Organization will: (a) make the Confidential Information available only to those of its employees, agents and other representatives who have a need to know the same for the purpose specified in this Agreement, who have been informed that the Confidential Information belongs to the District and are subject to this Agreement, and who have agreed or are otherwise obligated to comply with this Agreement; (b) not disclose the Confidential Information to any third party; (c) make or copy the Confidential Information only as reasonably required for the purpose specified in this Agreement; (d) not deliver, distribute, display, demonstrate or otherwise make available the Confidential Information to any third party except as provided in clause (a) above; (e) not reverse engineer, decompile or disassemble any computer program included with such Confidential Information except to the extent permitted by law; and (f) not remove or obliterate markings (if any) on Confidential Information indicating its proprietary or confidential nature. In any event, Organization will be responsible for any breach of this Agreement by anyone receiving Confidential Information from or through Organization. Organization will, at its sole expense, take

all reasonable measures (including, but not limited to, court proceedings) to restrain prohibited or unauthorized disclosure or use of the Confidential Information by anyone receiving the Confidential Information from or through Organization.

13. The District will hold Organization, its officers, directors, employees, and contractors fully responsible for data privacy and security.

VI. CONTACT INFORMATION AND NOTIFICATIONS

Any notifications or other correspondence required by this Agreement will be sent to the following addresses:

DISTRICT:

[name, title] :

[mailing address] :

[email address] :

ORGANIZATION:

[name, title] :

[mailing address] :

[email address] :

Notifications will be sent both via email and US mail. Each party will notify the other party of any changes in the above contact information before any such changes are implemented.

VII. TERM OF AGREEMENT

This Agreement shall commence on the date of execution, unless a different date is mutually agreed upon, and end . At any time this Agreement may be extended by mutual agreement of the parties in writing. Organization's obligations with respect to Confidential Information, including but not limited to PII, will survive any termination of the Agreement.

VIII. TERMINATION

Either party may give thirty (30) days written notification of termination of this Agreement to the other party at any time and for any reason.

IX. PAYMENT

X. ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with this Agreement and all applicable current or future federal, state, and local laws, and all applicable rules and regulations.

XI. INDEMNIFICATION

Organization agrees that to the fullest extent permitted by law, Organization will hold harmless, defend, and indemnify the District, its agents, employees, and board members from any and all liabilities, penalties, losses, damages, claims, expenses, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, without limitation, arising out of or resulting from any and all acts or omission by Organization under this Agreement. The District shall have the right to demand that Organization defend any and all claims, lawsuits, or proceedings related to services provided under the Agreement, without cost to the District, with a lawyer acceptable to the District. The terms of this section shall survive termination of the Agreement.

XII. CONSTRUCTION

This Agreement shall be governed, construed and enforced according to the laws of the State of Washington without regard to any otherwise governing principles of conflicts of laws. This Agreement shall be construed neutrally and not in favor or against any party.

XIII. VENUE

Organization irrevocably consents to the jurisdiction and venue of any state or federal court located in King County, Washington, with regard to any legal action or proceeding relating to this Agreement.

XIV. AMENDMENT

This Agreement shall not be modified or amended except by a written agreement executed by both of the parties.

XV. BREACH OF CONFIDENTIALITY

Signing this Data Sharing Agreement indicates that the Organization understands the confidentiality requirements of PII and any other data that may be submitted to Organization by the District, including but not limited to information protected by the Family Educational Rights and Privacy Act.

The District reserves the right to terminate this Agreement at any time for breach of confidentiality. Both parties acknowledge that the breach or attempted breach of any of the provisions as contained in this Agreement could cause irreparable injury or harm to the District which monetary damages may not adequately remedy. Accordingly in the event of any breach or impending breach of the Agreement, the District shall be entitled, and Organization hereby consents and specifically agrees, to the issuance and enforcement of an injunction or restraining order, interim, preliminary or permanent, with or without bond or other security, restraining, enjoining and prohibiting such breach by Organization or any entity acting in concert therewith without proof of monetary damages or the inadequacy of other remedies on the express understanding such remedy shall be in addition to and not limit the right and entitlement of the District to any other remedy at law or in equity including a remedy for damages.

Kent School District

Organization

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE

APPENDIX A: DATA FILE DESCRIPTION

To ensure security of data provided by the District, all data will be encrypted and moved via physical media (ex: USB drive, CD or DVD) or SFTP (Secure FTP access available via the District’s Technology Services Department). No Personally Identifiable Information will be transferred via email.

When requesting data on individual students please attach a list of names with student ID numbers or send via another secure method. If you want identifiable student data, parental consent is required. Please select the required data elements below:

Demographics

- | | |
|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> School | <input type="checkbox"/> Behavior (number of suspensions and expulsions) |
| <input type="checkbox"/> Date of birth | <input type="checkbox"/> ELL status |
| <input type="checkbox"/> Gender | <input type="checkbox"/> Credits (number earned) |
| <input type="checkbox"/> Race | <input type="checkbox"/> Grades (available for middle and high school students 3 weeks after semester end) |
| <input type="checkbox"/> Grade level | |
| <input type="checkbox"/> Attendance (number of absences, average daily attendance) | |

State Assessments (student results available in August)

- Smarter Balanced Assessment (SBA)
 - Grades 3-8 and 10 for English Language Arts
 - Grades 3-8 and 10 for Math
- Washington Comprehensive Assessment of Science (WCAS)
 - Grades 5 & 8 & 11
- English Language Proficiency Assessment for the 21st Century (ELPA21)
 - All grades for specific students (student results available in June)

District Assessments

- i-Ready
 - Grades 3-8 for English Language Arts
 - Grades K-8 for Math
- IRLA
 - Grades K-2 for Reading

Frequency (in alignment with DSA):

- | | |
|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> One time | <input type="checkbox"/> Quarterly |
| <input type="checkbox"/> Annually | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Semester end | |

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Please list any additional data needed below. Additional requests will be considered on a case by case basis.

Note: The District's ability to provide data will be dependent on internal data needs, which are our priority.

APPENDIX B: CERTIFICATION OF DATA DISPOSITION

Recipient Organization Name: _____

Kent School District Data Sharing Agreement (DSA) Number: _____

Date of Disposition: _____

Media (type, serial number, other unique identifiers):

Date the media was sanitized: _____

The person performing the activity was (include name and title):

The method used to render all data unusable (e.g. software tool used and/or physical destruction of the media) was:

All copies of any data sets related to this DSA that have not been disposed of in a manner described above, have been returned to Kent School District's Director of Research, DARTS (Data, Assessment, Research, Technology & Strategy), in the Organizational Effectiveness Community, as identified in the DSA.

Media to be disposed must stay within the control of the Organization from the time it is collected until the time it is sanitized. Storage media to be disposed should be collected by, and in the constant possession of dedicated, trusted personnel. Media must be maintained in a secure, locked area until it can be sanitized.

By the authorized signature below, the data recipient hereby certifies that the data provided by the Kent School District has been handled and rendered unusable as indicated above and as required in the Agreement designated above.

Signature of Recipient Agreement Administrator: _____

Date: _____

Name/Title: _____

Return original to the Kent School District's Director of Research, DARTS (Data, Assessment, Research, Technology & Strategy), in the Organizational Effectiveness Community. Retain a copy for your records.