

Stanwood Camano School District

TO: BOARD OF DIRECTORS

FROM: STEVE LIDGARD, EXECUTIVE DIRECTOR – BUSINESS SERVICES SL

SUBJECT: DATA SHARING AGREEMENT

DATE: JULY 7, 2020

TYPE: ACTION NEEDED

Attached is a data sharing agreement with the District and Schools Data Solutions. Ryan Ovenell, Principal of Lincoln Hill/Lincoln Academy and Saratoga School requested this agreement. Data Solutions will provide the platform to import/export data from Skyward into the Written Student Learning Plan, which is required for every ALE student. School Data Solutions acquired the current provider for this service.

Recommendation:

We recommend the board move to approve the attached agreement.



DATA SHARING AGREEMENT

DATA SHARING AGREEMENT
BETWEEN
STANWOOD-CAMANO SCHOOL DISTRICT NO. 401
AND
SCHOOL DATA SOLUTIONS

This Agreement is made and entered into as of this date June 25, 2020 by and between Stanwood-Camano School District No. 401 (hereafter referred to as "District") and School Data Solutions (hereinafter referred to as "SDS").

1. PURPOSE: The District desires easier and more efficient access to all of its data, including data being stored externally by vendors. The District wishes to integrate externally stored data into a single local data repository for use by district employees and authorized vendors. It is understood the District's data may include confidential and private student and staff information.

SDS develops and provides software for school districts utilizing school district data. In that capacity, SDS has created data import/export systems between other districts and their vendors, such as WSIPC, that store school district data.

This Agreement is to authorize the release of confidential information from the District to SDS, enabling SDS to develop and demonstrate products and services. SDS promises to not disclose any private or confidential information it receives to unauthorized third parties.

Therefore, in consideration of the mutual covenants and promises contained herein, SDS and the District agree as follows:

2. CONFIDENTIAL INFORMATION: The term "confidential information" as used in this Agreement means any and all information provided by the District to SDS, its staff, officers, agents, and independent contractors which is exempt from mandatory disclosure by the District under the terms of the state public disclosure laws codified at chapter 42.17 RCW. The term "confidential information" includes, but is not limited to:

- a) Any assessment-related information, the disclosure of which could impair or compromise the validity or reliability of the assessment, including (a) student assessment and test items, questions, problems and exercises, (b) student assessment and test scoring keys and other data used to administer a student assessment or test, and (c) any other assessment or test information, the disclosure of which could impair or compromise the validity or reliability of a student assessment or test. (See in particular RCW 28A.635.040 and 42.17.310(1) which expressly restricts the public disclosure of test items, scoring keys, and other student testing data.)
- b) Any personally identifiable student-related information, including, but not limited to (a) student names, (b) the name of a student's parent or other family members, (c) student addresses, (d) the address of a student's family, (e) personal identifiers such as a student's social security number or student number, (f) personal characteristics that would make a student's identity easily traceable, (g) any combination of information that would make a student's identity easily traceable, (h) test results for schools and districts which test fewer than ten students in a grade level, and (i) any other personally identifiable student related information, or portrayal of student related information in a personally identifiable manner, (See, in particular, RCW 42.17.310(1)(a) which exempts personal information in files maintained for students in public schools from mandatory public disclosure; RCW 42.17.260(1) which exempts from mandatory public disclosure information specified in certain RCWs and "other statute which ... exempts or prohibits disclosure ..." such as the federal FERPA statute at 20 U.S.C. Section 1332g and its implementing regulations at 34 C.F.R. Part 99 which prohibit the unauthorized public disclosure and re-disclosure of "personally identifiable student information" in or from student "education records"; the state ethics law at RCW 42.52.050(2) which prohibits state officers and employees from disclosing confidential information as defined above; and RCW 28A.655.090(7), the

fewer than 10 students rule.) (See also RCW 42.56.210(1) which states that statistical information, not descriptive of any readily identifiable person, is not confidential information and is not exempt from public disclosure.)

3. ACCESS BY AUTHORIZED ENTITY OFFICIALS: Authorized representatives of SDS may request, and will be given access to, the confidential information contained in the District's databases, including the student information system database and student assessment records, for the purposes stated in this Agreement.

4. ACCESS BY THE SCHOOL DISTRICT: SDS shall give the District access to confidential information provided by the District whenever such access is requested.

5. RE-DISCLOSURE OF CONFIDENTIAL INFORMATION: Re-disclosure of confidential information received from the District by any SDS staff or agent to any person who is not expressly identified by or pursuant to this Agreement, its attachments, or addendums, as a person authorized to receive and process such information is prohibited by this Agreement, the state Ethics in Public Service law (RCW 42.52.050), and various state and federal laws such as those cited above in the context of the definition of confidential information.

The District will have full access to all raw data imported by SDS onto the District's servers. As such, the District may offer full access of the raw data to any person or company it deems fit. SDS will not disclose any of the District's confidential information without prior written identification from the District of the individual(s) authorized to receive the confidential information. If the District authorizes a third party's access to the confidential information, SDS will not be held liable for that third party's use of the information.

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

7. LIMITATION ON ACCESS AND USE: SDS agrees to the following limitations on the use of the confidential information provided by the District:

- a) Confidential information provided by the District will remain the property of the District, will be returned to the District or destroyed when the work for which the information was required has been completed, and will not be duplicated or re-disclosed without the written authority of the District.
- b) SDS will provide to the District and attach to this Agreement a written statement of work that includes the purpose of the information request, how the information will be used, and the information needed. SDS, its staff and its agents shall not use confidential information provided by the District for any purpose not specifically authorized under federal law, state law, and this Agreement.
- c) SDS shall protect the confidentiality of information provided by the District pursuant to this Agreement by adopting and implementing effective physical, electronic, and managerial safeguards against unauthorized access to and unauthorized disclosure of such information.

8. SAFEGUARDS AGAINST UNAUTHORIZED ACCESS AND RE-DISCLOSURE: SDS agrees to establish and implement the following minimum physical, electronic and managerial safeguards for maintaining the confidentiality of information provided by the District pursuant to this Agreement:

- a) Access to the information provided by the District will be restricted to only those authorized staff, officials, and agents of SDS who need it to perform their official duties in the performance of work that requires access to the information as detailed in the statement of work.
- b) SDS will store the information in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
- c) SDS will protect the information in a manner that prevents unauthorized persons from retrieving the information by means of computer, remote terminal, or other means.
- d) SDS shall take precautions to ensure that only authorized personnel and agents are given access to on-line files containing confidential information.
- e) SDS shall instruct all personnel, subcontractors, and agents with access to the information regarding the confidential nature of the information, the requirements of the Limitation on Access and Use and Safeguards Against Unauthorized Access and Re-Disclosure clauses of this Agreement, and the sanctions specified in federal and state laws against unauthorized disclosure of information covered by this Agreement.

9. INSPECTIONS: SDS shall permit the District to make inspections for purposes of monitoring compliance with this Agreement. Inspections shall be coordinated through Joe Tansy, President, SDS.

10. PERIOD OF PERFORMANCE AND AUTOMATIC RENEWAL: This Agreement shall commence on the date of execution, and shall continue for one year. The term of this Agreement, however, shall automatically renew at the end of each year, without any further action from the parties unless the District or SDS requests expiration in writing prior to the expiration date. SDS will not be responsible to inform the District of the automatic renewal nor of its ability to request expiration.

11. NO GUARANTEE OF ACCURACY AND NON-LIABILITY: Neither Washington State OSPI nor the District guarantees the accuracy of the data provided. SDS assumes no liability for the accuracy of the data provided to SDS by the District.

12. OWNERSHIP: The parties agree that the District owns all confidential information disclosed by the District. The parties also agree that SDS will own any data systems, software, or data management products that SDS develops from that confidential information. The District is prohibited from reverse engineering or in any way copying SDS products, code, or techniques. In order to ensure compliance with this prohibition, SDS reserves the right to examine the database structures, user interfaces and code of any tools the District builds after gaining access to SDS intellectual property that resembles SDS functionality.

13. TERMINATION OF ACCESS: The District may at its discretion disqualify at any time any person authorized access to confidential information by or pursuant to this Agreement. Notice of disqualification shall be in writing and shall terminate a disqualified person's access to any information provided by the District pursuant to this Agreement immediately upon delivery of the notice to the office of SDS. Disqualification of one or more persons by the District does not affect other persons authorized by or pursuant to this Agreement.

14. TERMINATION FOR CAUSE: The District may terminate this Agreement at any time prior to the date of completion if and when it is determined that SDS has failed to comply with the conditions of this Agreement. The District shall promptly notify SDS in writing of the termination and the reasons for termination, together with the effective date of termination. In case of termination, the confidential information provided by the District shall be returned to the District or destroyed on or before the date of termination.

15. NONDISCRIMINATION: No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any program provided by this agreement because of race, color, creed, marital status, religion, sex, national origin, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or physical disability, or political affiliation or belief, provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the individual from performing the essential functions of her or her employment position, even with reasonable accommodation. The parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act and applicable state law. In the event that one of the parties hereto refuses to comply with the above provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other party.

16. RECORDS MAINTENANCE: Both parties hereto shall retain all records, books or documents related to this Agreement for six years.

17. INDEMNIFICATION: Each party to this Agreement shall be responsible for any and all acts and omissions of its own staff, employees, officers, agents, and independent contractors. Each party shall furthermore defend and hold harmless the other party from any and all claims, damages, and liability of any kind arising from any act or omission of its own staff, employees, officers, agents, and independent contractors.

18. DISPUTES: If a dispute should arise regarding the terms and conditions of this Agreement or the duties imposed herein, the dispute shall be resolved as follows: each party shall separately appoint a representative to a dispute panel; the two appointed representatives shall mutually agree on a third person to chair the dispute panel; and the dispute panel shall thereafter decide the disputes with the majority prevailing.

19. WAIVER: Any waiver by any party hereto with regard to any of its rights hereunder shall be in writing and shall not constitute a waiver to any future rights which such party might have hereunder.

20. SEVERABILITY: If any provision of this Agreement is deemed to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected thereby, and such provision shall be construed so as to effectuate the purposes of this Agreement, to the greatest extent possible.

21. CHANGES, MODIFICATIONS AND AMENDMENTS: This Agreement may be waived, changed, modified, or amended only by written agreement executed by both parties.

22. ALL WRITING CONTAINED HERIN: This Agreement sets forth in full the entire agreement of the parties; and any other agreement, representation or understanding, verbal or otherwise, is deemed null and void and of no force and effect whatsoever.

By signing this Agreement, the Requesting Entity certifies that its policies and procedures comply with the confidentiality requirements of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement,

STANWOOD-CAMANO SCHOOL DISTRICT

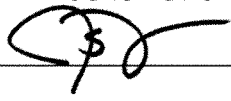
Signature: _____

By: _____

Title: _____

Date: _____

SCHOOL DATA SOLUTIONS

Signature:  _____

By: Joseph S. Tansy

Title: President

Date: June 25, 2020

Return all pages of this Agreement to School Data Solutions
Email: jojo@schooldata.net
Fax: (509) 703-7724
Mail: 703 W. 7th Avenue | Spokane, WA 99204



703 W. 7th Avenue
 Spokane, WA 99204
 (509) 688-9536

QUOTE

DATE	NUMBER
06/25/2020	000883

CUSTOMER
Stanwood-Camano School District No. 401 26920 Pioneer Highway Stanwood, WA 98292

DESCRIPTION	AMOUNT
SchoolData.net ALE School Management System for Lincoln Academy Middle School, Lincoln Hill High School, and Saratoga School	
<ul style="list-style-type: none"> ▪ Annual Subscription for up to 250 students ▪ One-time Setup Fee 	\$ 6,250.00 \$ 1,500.00

Please submit Purchase Orders to School Data Solutions
 by fax (509) 703-7724 or email JoJo@SchoolData.net.

SUBTOTAL	\$ 7,750.00
WA SALES TAX	\$ 713.00
TOTAL	\$ 8,463.00

QUOTE VALID FOR 30 DAYS