WSIPC

DATA SHARING AGREEMENT
BETWEEN
WSIPC
AND
SCHOOL DATA SOLUTIONS
AND

STANWOOD-CAMANO SCHOOL DISTRICT

This DATA SHARING AGREEMENT (the "Agreement"), is made this 28th day of May, 2019 ("Effective Date"), by and between **Washington School Information Processing Cooperative** ("WSIPC"), **School Data Solutions** ("SDS") and **Stanwood-Camano School District** ("District").

WHEREAS:

WSIPC and SDS wish to engage with the district to establish conditions, safeguards, and requirements under which WSIPC and its sub-contractors, SDS and its sub-contractors, and the District agree to exchange information to each other and ensure the confidentiality and security of all data provided and received under this Agreement. It is understood that the District's data may include confidential and private student and staff information.

In consideration of foregoing, and of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, each party agrees as follows:

A. Definitions

1. **Validation Report(s):** Data reports that disclose the results of a Data Migration Run used to transform the data from the Skyward SMS 2.0 database to the Skyward Qmlativ database. These reports will include data from SMS 2.0 database tables and Qmlativ database tables to confirm if data was loaded successfully, transformed in error or missing.

2. **Confidential Information:** Personally identifiable education records, as defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S. C. 1232g, and its implementing regulations in 34 C.F.R. Part 99, that are exempt from public disclosure pursuant to RCW 42.56, Washington Statutes; and information that is otherwise confidential under Washington law.

3. **Disclosing Party**: The party disclosing data.

4. **Receiving Party**: Party receiving data.

5. **Student Records Laws**: The Family Educational Rights and Privacy Act (FERPA) and 20 U.S.C § 1232g; 34 CFR Part 99.

B. Provision of Data:

1. Within thirty (30) days of signing this Agreement, the Parties will agree to an outlined work plan that will specify the files to be exchanged, the timing of the exchange, and the results that are expected.

C. Data Access

1. **Purpose**: The data to be covered in this Agreement includes all data stored by the District required to migrate to the Skyward Qmlativ product from the SMS 2.0 product. This data will be used in Validation reports provided by SDS and used by WSIPC, the supporting ISC (Information Service Center), and the District.

2. **WSIPC and SDS Access Limits**: Access to view or use the data is granted by the District to WSIPC, and SDS to extract data to load into the Validation Reports.

   Any other use of this data is unauthorized and strictly prohibited.

3. **Open Database Connectivity (ODBC) and Java Database Connectivity (JDBC)**: All Parties acknowledge that allowing the ODBC/JDBC access required for Validation Reports allows the Parties access to all data contained within the District's SMS 2.0 database and the Qmlativ database. The ODBC/JDBC connection to both the SMS 2.0 and Qmlativ databases provides access to the 2100+ tables within each database. It provides access to personal information such as, social security numbers, banking information, other personally identifiable information including, financial information of the district and of individuals contained within the database.

4. **Confidential Information**: WSIPC and SDS shall protect the confidentiality of all 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 that meet or exceed current industry standards.

   a. Access to the information provided by the District will be restricted to only those authorized staff, officials, and agents of SDS and WSIPC who need it to perform their official duties in the performance of work that requires access to the information.

   b. SDS will securely 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 secure and 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 the sanctions specified in federal and state laws against unauthorized disclosure of information covered by this Agreement.

5. **Data**: All data provided by the District will remain the property of the District, and will be returned to the District or destroyed when this agreement in terminated. The data will not be duplicated or re-disclosed without the prior written authority of the District.

Neither WSIPC nor SDS assumes any liability for the accuracy of the data provided by the District.

D. Confidentiality, Security, Privacy Rights, and Public Access

1. The Parties acknowledge that, during the term of this Agreement, certain confidential information of a special and unique nature may be disclosed to each other. Accordingly, each Party must protect confidential and exempt records received from the other Party in a manner that will not permit the personal identification of a student or his or her parent by persons other than those authorized to receive the records.

2. To the extent authorized by law, each Party covenants and agrees that neither it nor its employees shall at any time during or following the term of this Agreement, either directly or indirectly, (a) disclose, or allow to be disclosed, to any person, organization, or entity in any manner whatsoever any confidential information for any purpose whatsoever, except as strictly necessary to perform its duties as specified in this Agreement. Each Party shall restrict disclosure of confidential information to its employees with a need to know such information in order to perform its duties as specified in this Agreement and shall advise such employees of their obligations with respect to the confidential information and the potential sanctions for violation thereof. Each party shall protect the other Party's confidential information using the same standard of care it uses to protect its own confidential and proprietary information, but in any event not less than a reasonable respective agency's information security policies.

3. A party shall immediately notify the other Party in writing in the event of any unauthorized use of disclosure of confidential information and assist in remedying such unauthorized use or disclosure, as requested by the Party whose information has been disclosed (which shall not limit other remedies provided herein or by applicable law). The party whose confidential information has been disclosed, in addition to and not in limitation of any of the rights, remedies or damages available to it by law or in equity, shall be entitled to a temporary or permanent injunction to prevent or restrain further breach by the other Party.

4. All confidential information shall be and remain the property of the disclosing Party notwithstanding the subsequent termination of this Agreement. The receiving Party shall, within ten (10) days of the disclosing Party's written request, destroy all data using a method designed to ensure confidentiality and permanently delete such confidential information from any computer hardware, media or other equipment.

5. All data will be transferred and maintained in a secure manner in accordance with all applicable federal and state requirements relating to privacy and confidentiality including, but not limited to, U.S.C. section 552(A) (The Privacy Act of 1974, Public Law 93-579). Automated

records shall be store in secured computer facilities with strict Automatic Data Processing (ADP) controls, protecting access to confidential information to those with access authorization.

6.   Each Party acknowledges that it has a responsibility to perform its responsibilities in accordance with the Federal Family Educational Rights and Privacy Act (FERPA) and 20 U.S.C. Section 1232g, as implemented by regulations of the U.S. Department of Education, 34 CFR Part 99. These federal statutes and regulations are hereinafter collectively referred to as "student records laws."

7.   The Parties agree that each file created from District data may include personally identifiable information from "education records" as defined in 20 U.S.C. Section 1232g(a)(4)(A).

8.   Under no circumstances shall the receiving Party disclose personally identifiable information received from the disclosing Party under this Agreement as to a student to any third Party except as provided by FERPA and by the Revised Code of Washington (RCW) and in accordance with this Agreement.

9.   The Parties agree that each Party shall, within one day of discovery, report to District any use of disclosure of covered data and information not authorized by the agreement to the District.

E.   Duration

Term: This Agreement shall commence upon the date of the first Data Migration Tool (DMT) run for migration validation, and continue three (3) months after the Go Live Date.

1.   **Termination for Cause**: The District may terminate this Agreement at any time prior to the date of completion if it has been determined that WSIPC or SDS has failed to comply with the conditions of this Agreement. The District will immediately notify WSIPC in writing of the termination, including 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.

2.   **Indemnification**: Each party to this Agreement shall be responsible for any and all acts and omissions of its own staff, employees, agents, and independent contractors. Each party shall furthermore defend and hold harmless the other parties 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.

F.   Contact Information
The following designated individuals will conduct the administration and technical direction of the Agreement for the Parties:

Washington School Information Processing Cooperative:
Marty Daybell, Executive Director
WSIPC
2121 West Casino Road

Everett, WA 98204-1472
Phone: 425-349-6610
Email: mdaybell@wsipc.org

School Data Solutions:
Joe Tansy, President
703 W 7th Avenue
Spokane, WA 99204
Phone: 509-688-9536
Email: joe@schooldata.net

District: Stanwood-Camano School District
Name: Jean Shumate
26920 Pioneer HWY
Stanwood, WA 92838-9548
Phone: 360-3629-1200
Email: jshumate@stanwood.wednet.edu

G. Notices

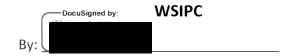1. All notices under this Agreement must be provided to the authorized official identified in Section F.

H. Miscellaneous

1. This Agreement contains the entire understanding between the Parties hereto and supersedes any prior understanding, agreements or representations, written or oral, relating to the subject matter hereof.

2. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law or rule, the validity, legality and enforceability of the other provision of this Agreement will not be affected or impaired thereby.

3. This Agreement and the rights and obligations of the Parties hereunder shall not be assignable, in whole or in part.

4. No provision of this Agreement may be modified, amended, waived or terminate except by an instrument in writing signed by the Parties to this Agreement. No course of dealing

between the Parties will modify, amend, waive or terminate any provision of this Agreement or any rights or obligations of any Party under or by reason of this Agreement.

5.   No delay on the part of either Party in exercising any right hereunder shall operate as a waiver of such right. No waiver, express or implied, by either Party of any right or any breach by the other Party shall constitute a waiver of any other right or breach by the Party.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Data Sharing Agreement to be dully executed, delivered and effective as of the Effective Date.

WSIPC

By: _____

Name: Nancy Walsh

Title: Chief Financial Officer

Date: 5/23/2019

Stanwood-Camano School District

By: _____

Name: Jean Shumate

Title: supt

Date: 6/5/2019

School Data Solutions

By: _____

Name: Joe Tansy

Title: President

Date: 5/23/2019