

DATA SHARING AGREEMENT
BETWEEN
WASHINGTON STUDENT ACHIEVEMENT COUNCIL
AND
KENNEWICK SCHOOL DISTRICT

This Agreement is made and entered into by and between the Washington Student Achievement Council, (herein after referred to as "WSAC") and Kennewick School District, (hereinafter referred to as the "Data Recipient(s)" pursuant to authority granted in Chapter 39.34 of the Revised Code of Washington, relevant federal statutes, and related regulations.

I. PURPOSE OF WORK

It is the purpose of this Agreement to set out the terms and conditions under which the WSAC will provide the Data Recipient(s) access to student record data. This Agreement provides the Data Recipient(s) access to the WSAC data necessary to carry out the purposes of assisting the Local Education Agency (LEA) in identifying students who have or will complete a Free Application for Federal Student Aid (FAFSA) as defined by the U.S. Department of Education.

II. DESCRIPTION OF DATA TO BE SHARED

For students in the Data Recipient's district, WSAC will provide the following information for students with an expected graduation year of the next year, to staff who have signed a non-disclosure agreement:

- District name
- School name
- Student Identification Number (SSID)
- First name
- Last name
- Expected high school graduation year
- FAFSA status and related date
- College Bound Student (y/n)

III. CONFIDENTIAL INFORMATION

The term "confidential information" as used in this Agreement means any and all information provided by WSAC to Data Recipient(s), its staff, officers, agents, and independent contractors. The term "confidential information" includes, but is not limited to:

Any personally identifiable information, including, but not limited to (a) the student's name; (b) the name of the student's parent or other family members; (c) the address of the student or student's family; (d) a personal identifier such as a student's social security number, student number, or biometric record; (e) other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who knows the identity of the student. See 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"; and the state ethics law at RCW 42.52.050(2) which prohibits state officers and employees from disclosing confidential information as defined above.

IV. REDISCLOSURE OF INFORMATION

Re-disclosure of information received from the WSAC by Data Recipient(s) staff, officers, and independent contractors is prohibited. If the Data Recipient(s) becomes legally compelled to disclose any identified/de-identified data (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise), the Data Recipient(s) must use all reasonable efforts to provide the WSAC with prior notice before disclosure so that the WSAC may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure the WSAC's compliance with the confidentiality requirements of federal or state law. If a protective order or other remedy is not obtained prior to the deadline by which any legally compelled disclosure is required, the Data Recipient(s) will disclose only that portion of the identified/de-identified data that the Data Recipient(s) is compelled to disclose under law.

V. ASSURANCES

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

VI. PUBLICITY

I. PUBLICITY

The WSAC is not required to agree with or endorse the conclusions or results of any research that may be produced by this project. The Data Recipient(s) agrees to submit to the WSAC all advertising and publicity matters relating to this Agreement which in WSAC's judgement, WSAC's name can be implied or is specifically mentioned. The Data Recipient(s) agrees not to publish or use such advertising or publicity without the prior written consent of the WSAC. Notwithstanding the foregoing, the Data Recipient(s) may make known in a public fashion the existence of the Agreement without prior consent of the WSAC.

VII. LIMITATION ON ACCESS AND USE

Data Recipient(s) agree(s) to the following limitations on the use of the information provided by WSAC:

- Data Recipient(s) shall not use the information provided for any purpose not specifically authorized under this agreement without prior approval from WSAC.
- The Data Recipient(s) shall provide drafts of all public displays of information that result or derive from an analysis of this data at least ten (10) working days prior to publication.
- Data Recipient(s) shall not duplicate or re-disclose information at the individual level.
- Data Recipient(s) shall protect the confidentiality of the information as required by the laws cited in this Agreement.
- Data Recipient(s) shall protect the confidentiality of the information when releasing and/or re-releasing information pursuant to this Agreement. Publicly reported aggregate results shall not contain any groups with fewer than 10 individuals. Data Recipient(s) shall destroy any and all personally identifiable student information once access to that information is no longer needed to carry out the required work or upon termination of this Agreement.
- At the termination of this agreement, Data Recipient(s) shall confirm data destruction or seek a mutually agreed upon extension to this agreement.

VIII. PHYSICAL SAFEGUARDS

Data Recipient(s) agree to the following minimum safeguards for the information provided by WSAC:

- Access to the information provided by WSAC will be restricted to only those authorized personnel who require access to perform their official duties pursuant to the Purpose of Agreement described in this Agreement.
- The information will be transmitted using a Secure File Transfer (SFT) service.
- The information will be stored in an area that is safe from access by unauthorized persons during duty hours as well as nonduty hours or when not in use.
- The information shall not be stored on portable devices or media unless the Data Recipient(s) encrypts the device with commercial encryption software using a minimum of 128 bit encryption.
- The information will be protected in a manner which prevents unauthorized persons from retrieving the information by means of computer, remote terminal or other means.
- Data Recipient(s) shall take necessary precautions to ensure that only authorized personnel are given access to online files if applicable.
- Data Recipient(s) shall instruct all personnel with access to the information regarding the confidential nature of the information, the requirements of the LIMITATION ON ACCESS AND USE, and PHYSICAL SAFEGUARDS clauses of this Agreement, and the sanctions under federal and state laws against unauthorized disclosure of information covered by this Agreement.

IX. NOTICE OF NONDISCLOSURE

Data Recipient(s) agree(s) that all their authorized personnel, including information technology staff and network administrators, who will have access to the information provided by WSAC via the portal will sign a Notice of Nondisclosure (see Appendix A). Portal accounts and access will not be granted until WSAC receives the completed Notice of Nondisclosure for that individual.

X. ONSITE INSPECTIONS

Data Recipient(s) shall permit WSAC to make onsite inspections to ensure that the requirements of state and federal laws, statutes, and related regulations, Terms and Conditions of this Agreement are met.

XI. TERMS AND CONDITIONS

All rights and obligations of the parties to this Agreement shall be subject to and governed by the special Terms and Conditions contained in the text of this Agreement.

XII. PERIOD OF PERFORMANCE

This Agreement shall commence on the date of execution of this Agreement, and shall expire on June 30, 2021, or until terminated sooner by either party as provided herein.

XIII. TERMINATION OF ACCESS

WSAC may, at its discretion, disqualify an individual authorized by the Data Recipient(s) from gaining access to data. Notice of termination of access will be by written notice and will become effective upon receipt by the Data Recipient(s). Termination of access of one individual by WSAC does not affect other individuals authorized under this Agreement.

XIV. 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.

XV. RECORDS MAINTENANCE

Both parties hereto shall retain all records, books, or documents deriving from this Agreement for Sharing Confidential Data for six (6) years beyond the expiration/termination of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access to and the right to examine any of these materials during this period.

XVI. DATA DESTRUCTION

If any identifiable/de-identifiable data was provided by the WSAC, the Data Recipient(s) agrees to destroy the data within forty-five (45) days upon the WSAC's request, or upon termination of this Agreement, whichever occurs first, and unless there is a data sharing agreement extension. The Data Recipient(s) must sign the Certificate of Data Destruction after the data is destroyed.

XVII. INDEMNIFICATION

Each party shall be responsible for the negligence of its own employees or agents in the performance of this Agreement.

XVIII. DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, a Dispute Resolution Board, or arbitration. Either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

XIX. AGREEMENT MANAGEMENT

The work described herein shall be performed under the coordination of the following Agreement Managers or their successors, who will provide the assistance and guidance necessary for the performance of this Agreement:

NAME: Sarah Weiss
TITLE: Associate Director of College Access and Support
AGENCY: State of Washington, Student Achievement Council
LOCATION: 917 Lakeridge Way SW, PO Box 43430, Olympia WA 98504-3430
TELEPHONE: 360-753-7630
FAX: 360-753-7808
EMAIL: SarahWe@wsac.wa.gov

Washington Student Achievement Council Data Sharing Agreement No. 2019-DSA-120

DISTRICT NAME: Kennewick School District
SUPERINTENDENT: Dave Bond
LOCATION: 1000 West 4th Ave Kennewick
TELEPHONE: 509-222-5020
FAX: 509-222-5050
EMAIL: dave.bond@ksd.org

Please identify a second individual who will perform these tasks in the event of staff change:

NAME: Ron Williamson
TITLE: Assistant Superintendent
ORGANIZATION: Kennewick Schools
LOCATION: 1000 West 4th Ave Kennewick
TELEPHONE: 509-222-5004
FAX: 509-222-5050
EMAIL: ron.williamson@ksd.org

XX. 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.

XXI. SEVERABILITY

If any of the provisions of this Agreement or any provision of any document by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

XXII. TERMINATION

This Agreement shall remain in full force and effect until terminated as provided in this Agreement. Either party may terminate this Agreement by giving ten (10) calendar days' written notice to the other party. In the event of termination of this Agreement, confidential data shall be returned prior to the effective date of termination.

XXIII. TERMINATION FOR CAUSE

WSAC may terminate this Agreement in whole or in part at any time prior to the date of completion when it is determined that the Data Recipient(s) has/have failed to comply with the conditions of this Agreement. WSAC shall promptly notify the Data Recipient(s) in writing of the termination and the reasons for termination, together with the effective date of termination. In case of termination, the confidential data provided by WSAC shall be returned to WSAC and all copies destroyed or deleted by the Data Recipient(s) on or before the date of termination.

XXIV. ASSIGNMENT

Neither party shall assign this Agreement in whole or in part.

XXV. JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action brought hereunder shall be the Washington State Superior Court for Thurston County

unless the parties agree in writing that the action shall be before a Washington State Office of Administrative Hearings Administrative Law Judge or Federal Administrative Law Judge.

XXVI. CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be waived, changed, modified, or amended only by written agreement executed by both of the parties hereto.

XXVII. ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable Federal and State Statutes and Regulations
- b) Special Terms and Conditions, as contained in this Agreement
- c) Appendix A: Notice of Non-disclosure associated to this Agreement
- d) Appendix B: Certificate of Data Destruction

XXVIII. ALL WRITINGS CONTAINED HEREIN

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

By signing this Agreement, the Data Recipient(s) certifies that its staff, officers, and independent contractors will comply with the confidentiality requirements of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Data Sharing Agreement,

STATE OF WASHINGTON
STUDENT ACHIEVEMENT COUNCIL

STAFF NAME ON BEHALF OF
Kennewick School District

Printed Name: **Isaac Kwakye**

Printed Name: Dave Bond

Title: **Director of Research**

Title: Superintendent

Signature: 

Signature: 

Date: 10/31/2018

Date: 10/21/18

APPENDIX A STATEMENT OF CONFIDENTIALITY AND NON-DISCLOSURE

BETWEEN
WASHINGTON STUDENT ACHIEVEMENT COUNCIL
AND
Kennewick School District
DSA No. 2019-DSA-120

Before you are allowed access to the Washington Student Achievement Council (WSAC) FAFSA Completion Portal, you are required to sign the following statement:

As an employee of Kennewick School District I have access to information provided by WSAC. This information is confidential, and I understand that I am responsible for maintaining this confidentiality. I understand I may use this information solely for the purposes of work under DSA No. 2019-DSA-120.

Please initial:

- DB I have been informed and understand that all information related to this DSA is confidential and may not be disclosed to unauthorized persons. I agree not to divulge, transfer, sell, or otherwise make known to unauthorized persons any information contained in this system.
- DB I understand that I am not to link data provided by the WSAC with other data or data sets as a way to determine the identity of an individual or individuals.
- DB I also understand that I am not to access or use this information for my own personal information but only to the extent necessary and for the purpose of performing my assigned duties as an employee of Kennewick School District under this Agreement. I understand that a breach of this confidentiality will be grounds for disciplinary action, which may also include termination of my employment and other legal action.
- DB I agree to abide by all federal and state laws and regulations regarding confidentiality and disclosure of the information related to this DSA.

Access:

- District Level (i.e. Employee serves the entire district) *or*
- School Level (employee serves specific school(s). List school(s): _____)

Employee

I have read and understand the above
Notice of Non-disclosure of information.

Signature Dave Bond
Print Name Dave Bond
Job Title Superintendent
Email Address dave.bond@ksd.org
Phone 509-222-5020
Date 10/24/18

Supervisor

The employee has been informed of their
obligations, including any limitations, use
or publishing of confidential data.

 Vic ROBERTS
 Director of Business Operations
 vic.roberts@ksd.org
 509-222-6673
 10-22-18

Please return signed forms to: DSA Manager, Washington Student Achievement Council, PO Box 43430, Olympia WA 98504 or scan and email to: EllenM@wsac.wa.gov.

APPENDIX B

CERTIFICATE OF DATA DESTRUCTION

The undersigned hereby certifies that all electronic and paper copies of the following data provided to Kennewick School District by the Washington Student Achievement Council (WSAC) during the period of time covered by this agreement under DSA No. 2019-DSA-120 have been destroyed.

Description of paper copies and/or electronic files destroyed (data provided via the WSAC portal):

Method of Destruction: _____

Date of Destruction: _____

Name of Submitter (printed): _____

Signature: _____

Date Signed: _____

Please return signed forms to DSA Manager, Washington Student Achievement Council, PO Box 43430, Olympia, WA 98504-3430.