

COMMUNITY BASED
ORGANIZATION CUSTOM DATA
SHARING AGREEMENT BETWEEN
SEATTLE SCHOOL DISTRICT NO. 1
AND
PAGE AHEAD

This Data Sharing Agreement (“DSA”) is entered into between Seattle School District No. 1, a Washington municipal corporation (“District”) and (“Requestor”), a community based organization that provides literacy services to District students. This contract has the following overriding goals:

1. Preserving the anonymity of student identities, through the use of proxy identifiers, including assurance that identifiable student data is not released to third parties. Student confidentiality is protected via proxy identifiers that provide the Requestor information for analysis based on aggregate data, but protects the identity of individual students;
2. Enhancing the ability of the District and the Requestor to improve academic achievement for District students by allowing access to individual student records consistent with the requirements of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g; and
3. Accurately measuring the District and the Requestor’s progress toward improving student outcomes and indicators, and meeting set targets and other goals.

NOW, THEREFORE, THE DISTRICT AND PAGE AHEAD AGREE AS FOLLOWS:

I. OBLIGATIONS OF REQUESTOR

The Requestor, representing all members of the organization, shall ensure the confidentiality of student data through the following methods:

- a. The Requestor’s data custodian(s) designated in Section I(l) shall complete the District’s Data Stewardship Training annually.
- b. The Requestor shall provide the District with a selection criterion for the requested student population. The Requestor shall not request data on students by listing the student names or student IDs.
- c. The Requestor shall strictly comply with all state and federal laws that apply to the use and release of the data, including but not limited to FERPA and its regulations, set forth at 34 C.F.R. § Part 99.

- d. The Requestor shall comply with the re-disclosure limitations set forth in FERPA, including 34 C.F.R. § Part 99.33.
- e. The Requestor shall restrict access to the data only to (i) the person or persons who provide direct services to District students; or (ii) the person or persons within the Requestor's organization who have been tasked with analyzing the data; and make those persons aware of, and agree to abide by, the terms set forth in this Agreement.
- f. The Requestor shall not release or otherwise reveal, directly or indirectly, the data to any individual, agency, entity, or third party not included in this Agreement, unless such disclosure is required by law or court order.
- g. The Requestor shall not distribute, reprint, alter, sell, assign, edit, modify or create derivative works or any ancillary materials from or with the data, other than publications permitted under Sections I(m) and I(n).
- h. The Requestor shall not use data shared under this Agreement for any purpose other than the goals outlined in this Agreement. Nothing in the Agreement shall be construed to authorize Requestor to have access to additional data from the District that is not included in the scope of the Agreement (or addenda). Requestor understands that the Agreement does not convey ownership of the data to Requestor.
- i. The Requestor shall take reasonable security precautions and protections to ensure that persons not authorized to view the data do not gain access to the data. Reasonable security precautions and protections include, but are not limited to:
1. Creating, distributing, and implementing data governance policies and procedures which protect District data through appropriate administrative, technical, and physical security safeguards, and outline staff responsibilities for maintaining data security;
 2. Encrypting all District data carried on mobile computers/devices;
 3. Encrypting District data before it is transmitted electronically;
 4. Requiring that users be uniquely identified and authenticated before accessing District data;
 5. Establish and enforce well-defined data privilege rights which restrict users' access to the data necessary for them to perform their job functions;
 6. Ensuring that all staff accessing District data sign an affidavit of nondisclosure, attached as Exhibit A, and maintain copies of signed affidavits;
 7. Securing access to any physical areas/electronic devices where sensitive data are stored;
 8. Installing a firewall to permit or deny network transmissions based upon a set of rules;
 9. Installing anti-virus software to protect the network;
- j. The Requestor shall report all known or suspected breaches of District data, in any format, to the District's Data Reporting team datareporting@seattleschools.org within one hour. The report shall include (1) the name, job title, and contact information of the person reporting the incident; (2) the name, job title, and contact information of the person who discovered the incident; (3) date and time the incident was

discovered; (4) nature of the incident (e.g., system level electronic breach, an electronic breach of one computer or device, or a breach of hard copies of records; (5) a description of the information lost or compromised; (6) name of electronic system and possible interconnectivity with other systems; (7) storage medium from which information was lost or compromised; (8) controls in place to prevent unauthorized use of the lost or compromised information; (9) number of individuals potentially affected; and (10) whether law enforcement was contacted.

k. The Requestor shall securely and permanently destroy the data, and any and all hard and soft (electronic) copies thereof, upon the termination of this agreement. Requestor agrees to require all employees, contractors, or agents of any kind using the District data to comply with this provision. Requestor agrees to document the methods used to destroy the data, and upon request, provide certification to the District that the data has been destroyed.

l. For purposes of this agreement and ensuring Requestor's compliance with the terms of this Agreement and all application of state and Federal laws, Requestor designates Nick Nogrady (or an alternative designee specified in writing) the temporary custodian of the data that the District shares with the Requestor. The District will release all data and information under this Agreement to said named temporary custodian. Nick Nogrady 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 the Requestor is required to keep under this Agreement. The District designates its Partnership Data and Systems Manager (or an alternative designee specified in writing) as its liaison for all communications with the Requestor regarding this Agreement;

m. The Requestor has the right consistent with scientific standards, to present, publish, or use student results it has gained in the course of its analysis, but only if the publication, presentation, or use does not include personally identifiable information of parents, students, or teachers, and is outside the bounds of a research study. Should the Requestor use or collect data for the purpose of conducting a research study, Requestor will separately submit an External Research Request. To determine whether data use/collection constitutes a research study, Requestor shall reference the Research Guidelines (www.seattleschools.org/REA) from the Seattle Public Schools Research & Evaluation office.

n. Should the Requestor present, publish, or use student results it has gained in the course of its analysis under Section I(m), Requestor shall adhere to the following terms:

1. The Requestor shall not publish, present, or use reports that include a cell size of less than 10. Reports must mask these cells so that the results are not revealed.
2. Publications and reports of data and information shared, including preliminary descriptions and draft reports, shall involve only aggregate data and no personally identifiable information or other information that could lead to the identification of any student, parent, or teacher.
3. No less than 15 business days prior to public disclosure of its data analysis, Requestor will provide the District a manuscript or other draft of the proposed public disclosure. Within 15 business days following receipt thereof, the District will notify Requestor in writing if the proposed disclosure contains any confidential information and specify the portions of the proposed disclosure requiring redaction.

4. The Requestor shall provide the District, free of charge and within thirty (30) days, a copy of any report that is generated using the data.
5. Reports or articles based on data obtained from Seattle Public Schools under this agreement must include the following acknowledgment: This report/article was made possible, in part, by the support of Seattle Public Schools. Opinions contained in this report/article reflect those of the author and do not necessarily reflect those of Seattle Public Schools. The District must be cited as the source of the data in all tables, reports, presentations, and papers.

o. The Requestor acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for the District to immediately terminate this Agreement.

II. OBLIGATIONS OF DISTRICT

During the term of this Agreement, the District shall:

- a. Prepare and deliver student demographic and academic data as defined in Appendix A - Data File Description. All items will be keyed to a "proxy" student identifier that is different from the official student ID. The link between the official and proxy IDs will not be disclosed by the District. No personally identifiable information will be provided to the Requestor.
- b. After the initial data is provided for the requested student population, the District will not provide supplementary data for additional students.
- c. Provide Data Stewardship training for data custodian.

III. PAYMENT

No payments will be made under this agreement by either party.

IV. INDEMNIFICATION

- a. PAGE AHEAD agrees that to the fullest extent permitted by law, PAGE AHEAD will hold harmless, defend, and indemnify the District, its agents, employees and board members from any liability, cost or expense, including without limitation penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, liens, and encumbrances, to the extent arising out of or resulting from any act or omission by PAGE AHEAD under this DSA. The terms of this section shall survive termination of this DSA.

The District agrees that to the fullest extent permitted by law, the District will hold harmless, defend, and indemnify the PAGE AHEAD, its agents, employees, and board members from any liability, cost or expense, including without limitation penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances,

to the extent arising out of or resulting from any act or omission by District under this DSA. The terms of this section shall survive termination of this DSA.

V. NOTICES

All notices contemplated or required under this DSA shall be in writing and delivered by hand or U.S. Mail as follows:

To the District:	Chief Information Officer Department of Technology Seattle Public Schools PO Box 34165, MS 21-350 Seattle, WA 98124-1165	and	General Counsel Office of General Counsel Seattle Public Schools PO Box 34165, MS 32- Seattle, WA 98124-1165
		and	Partnership Data and Systems Manager Seattle Public Schools PO Box 34165, MS 32-159 Seattle, WA 98124-1165

To the [name of agency and address]:

Page Ahead Children's Literacy Program
1130 NE 85th St
Seattle, WA 98117

Data Custodian name and email:

Nick Nogrady
nnogrady@pageahead.org

VI. TERM

This DSA will allow for the District to provide the Requestor with student demographic and academic data, as defined in Appendix A, for the 2013-2019 school year. The DSA shall become effective on the date when the last party to sign has executed this DSA and shall remain in effect December 31, 2019, unless terminated under the terms of Paragraph VII below.

VII. TERMINATION

The District may terminate this DSA, with 30 days written notice to PAGE AHEAD, at any time, for any reason. In addition, District may terminate this DSA at any time if it determines such action is necessary for the health, safety or education of students or staff. PAGE AHEAD may terminate this DSA, with 90 days written notice to the District, at any time, for any reason.

VIII. MISCELLANEOUS PROVISIONS

- a. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein.
- b. Amendment. Modifications to this DSA must be in writing and be signed by each party.
- c. Governing Law. The terms of this DSA shall be interpreted according to and enforced under the laws of the State of Washington. The parties agree that any judicial proceedings filed by the parties regarding this Agreement will take place in Seattle, Washington.
- d. Severability. If any provision of this DSA is held invalid or unenforceable, the remainder of the DSA will not be affected, but continue in full force.
- e. Assignment. Neither party shall assign its rights or responsibilities under this Agreement, unless it receives written permission from the other party.
- f. Non-Waiver. Any express waiver or failure to exercise promptly any right under this DSA will not create a continuing waiver or any expectation of non-enforcement.
- g. Counterparts. The parties agree that this DSA may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and that facsimile signatures shall be as effective and binding as original signatures.
- h. Debarment. Requestor, by executing this contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state or federal department or agency. Requestor agrees to be bound by the terms of School Board Policy No. 6973, which provides additional requirements applicable to debarment of contractors from receiving future contracts with SPS.
- i. Cooperation with District Auditor and State Auditor: Requestor agrees to provide reasonable cooperation with any inquiry by either the district or State Auditor relating to the performance of this contract. The District has the right to annually audit records of the Requestor relating to performance under this contract. Failure to cooperate may be cause for debarment from award of future contracts.

By signing below, each signatory represents that it has the authority to execute this DSA.

SEATTLE SCHOOL DISTRICT NO. 1

Signature

Printed Name

Title

Date

PAGE AHEAD

Signature

Susan Dibble

Printed Name

Executive Director

Title

April 17, 2017

Date

APPENDIX A: DATA FILE DESCRIPTION

The data items listed below are illustrative, not required. Only non-personally identifiable data reasonably needed by Requestor should be provided by the District. **No identifiers that would have the effect of identifying the student (such as name, student ID, phone number, etc.) should be provided to the Requestor when using a proxy identifier.** Files will be sent through a secure server once the student ID list is submitted, data sharing agreement is signed by both parties and data is available. Students in grades K-3 in schools with >65% FRL and schools served by Page Ahead.

Category	Item
Demographics	Proxy ID Current School Current Grade Gender Race/Ethnicity ELL Status SPED Status 504 Status
State Assessment History	Test Season Test Grade Subject Area State Test Name Test Attempt Score Level Code Met Standard

District Assessment History - MAP	Test Season Test Grade Subject Area Test Name RIT Score Percentile Rank Met Typical Growth, Fall to Fall Met Typical Growth, Spring to Spring Met Typical Growth, Fall to Spring
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EXHIBIT A: SEATTLE PUBLIC SCHOOLS

Affidavit of Nondisclosure

NICK NOURADY
Name

PROGRAM DIRECTOR
Title

PAGE AHEAD

Organization / Employer

I, NICK NOURADY, an employee of PAGE AHEAD, represent that I am authorized to access the District's data because I either provide direct services to District students or have been tasked with analyzing the data.

I have been made aware of the governing Data Sharing Agreement between the District and my employer. As indicated by my signature below, I agree to abide by the Data Sharing Agreement's terms, including agreeing to:

- Maintain confidentiality of student information and prevent disclosure, including complying with FERPA and its regulations, set forth at 34 C.F.R. § Part 99;
- Not release or otherwise reveal, directly or indirectly, the data to any individual, agency, entity, or third party not included in the Data Sharing Agreement, unless such disclosure is required by law or court order;
- Take reasonable security precautions and protections to ensure that persons not authorized to view the data do not gain access to the data, as outlined in the Data Sharing Agreement;
- Not use the data for any purpose other than the goals outlined in the Data Sharing Agreement;
- Report all known or suspected breaches of District data, in any format, to my employer and datareporting@seattleschools.org, as outlined in the Data Sharing Agreement.

Nick Nourady
Signature

4/17/17
Date