

**Data Sharing Agreement
Between
WSIPC, School Data Solutions
And
Lakewood School District**

This Agreement is made and entered into by the Washington School Information Processing Cooperative "WSIPC", Guerilla Development Company d/b/a School Data Solutions "SDS", and Lakewood School District "District". WSIPC, SDS and District are collectively referred to herein as the Parties.

A. Purpose

1. The purpose of this Agreement is 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 to ensure the confidentiality and security of all data provided and received under this Agreement.

B. Definitions

1. "Aggregate" information or data refers to:
Any collection of unit record data, including confidential information, that is combined in a manner that results in the data no longer representing individual records.
2. "Confidential Information" refers to:
Personally identifiable educational 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" refers to: The Party disclosing data.
4. "Receiving Party" refers to: The Party receiving data.
5. "Student Records Laws" refers to: The Family Educational Rights and Privacy Act (FERPA) and 20 U.S.C. § 1232g; 34 CFR Part 99.

C. Provision of Data

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

D. Data Access

1. **Purpose**. The data to be covered by this Agreement includes all data stored by District required to populate the WSIPC "Homeroom for WSIPC" product. This data is then for the sole use of District and its staff.
2. **WSIPC and SDS Access Limits**. Access to view or use the data is granted by District to WSIPC and SDS for the following purposes.
 - a. Extracting data to load into the Homeroom product
 - b. Loading into the Homeroom product
 - c. Trouble shooting user problems with the Homeroom product
 - d. Providing training to District staff
 - e. 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 "Homeroom for WSIPC" means that the Parties have access to all data contained within the District's WESPaC database and the "Homeroom for WSIPC" database. The ODBC/JDBC connection to the WESPaC database provides access to the 2100+ tables within the database. It provides access to social security numbers, other personally identifiable information, banking information and other financial information of the District and of individuals contained within the database.
4. **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 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.
5. All data provided by the District will remain the property of the District, will be returned to the District or destroyed when this agreement is terminated. The data will not be duplicated or re-disclosed without the prior written authority of the District.
6. Neither WSIPC nor SDS assumes any liability for the accuracy of the data provided by the District.

E. 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 except as specifically authorized hereunder, or (b) use 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 standard of care and in accordance with state and federal law, regulations, and the respective agency's information security policies.

3. A Party shall immediately notify the other Party in writing in the event of any unauthorized use or 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, return all confidential information (including any copies thereof) or certify in writing that all confidential information (including any copies thereof) has been destroyed 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 stored 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 (CW) 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 this agreement to the District.

F. Duration

1. This Agreement replaces all prior data sharing agreements that may have been entered into between the Parties.
2. Term. This Agreement shall commence upon the date of the last signature of the Parties to this Agreement, and shall continue in effect for two years thereafter unless and until terminated in accordance with its provisions. Thereafter, this Agreement will automatically renew for a period of one year, unless and until either Party notifies the other Party of its intent not to renew within thirty (30) days prior to the expiration date of this Agreement or unless this Agreement is sooner terminated in accordance with its provisions.
3. Termination. Upon termination, the Parties who are required to, must destroy confidential data from any computer hardware, media or other equipment.

G. Contact Information

The following designated individuals (Contract Managers) will conduct the administration and technical direction of this Agreement for the Parties:

For the Washington School Information Processing Cooperative:

Marty Daybell, Executive Director

WSIPC

2121 West Casino Road

Everett, WA 98204-1472

Phone: 425-349-6610

Fax: 425-349-6605

Email: mdaybell@wsipc.org

For the Guerilla Development Company d/b/a School Data Solutions:

Joe Tansy, President

1320 W. Chaucer Ave

Spokane, WA 99208

Phone: 509-688-9536

Email: joe@schooldata.net

For the District:

Name, Title **Dr. Dennis Haddock**

Address Line 1 **P.O. Box 220**

City, State, Zip **North Lakewood, WA 98259**

Phone: **360.652.4500**

Fax: **360.652.4502**

Email: **dhaddock@lwsd.wednet.edu**

H. Notices

- 1. All notices under this Agreement must be provided to the authorized officials identified in Section G.**

I. Miscellaneous

- 1. This Agreement contains the entire understanding between the Parties hereto and supersedes any prior understandings, 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 provisions 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 terminated 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.**

J. Approval

The undersigned authorized officials of WSIPC, SDS and District commit their respective organizations to the terms of this Agreement.

Lakewood School District:

By:

Name: 
Sign: 

Print: Dennis H. Hollock

Title: Superintendent

Date: 6/13/12

WSIPC:

By:

Name: 
Sign: 

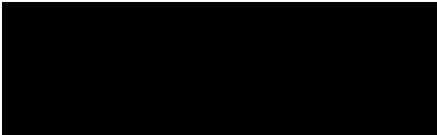

Print: MARTIN DAYBELL

Title: CEO

Date: 8/1/12

SDS:

By:

Name: 
Sign: 

Print: Joseph S Tansy

Title: President

Date: 7/2/12