DATA SHARING AGREEMENT BETWEEN

HIGHLINE SCHOOL DISTRICT No. 401

AND

[INSERT ORGANIZATION NAME]

The purpose of this agreement is to authorize the release of specified personally identifiable student information by the Highline School District (“District”) to [INSERT ORGANIZATION NAME] , (“Agent”) an organization that provides services to district students or conducts research on behalf of the district or on behalf of district community partners that are providing services to district students. This agreement supersedes all prior data sharing agreements between District and Agent.

**GOALS**

The goals of this agreement include:

1. Protection against unauthorized access to and/or disclosure of student Personally Identifiable Information (PII) as outlined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and in 34 C.F.R. §99.3;
2. Where applicable, protection against unauthorized access to and/or disclosure of student health information or data, as outlined in the Health Insurance Portability and Accountability Act (HIPAA) 42 USC.
3. Enhancing the ability of the District and Agent to improve academic achievement for District students by allowing access to individual student records consistent with the requirements of FERPA and only as authorized by prior written consent by the parent or by the student if the student is age 18 or older (certain health records permit students to consent prior to turning 18; if those records are requested the applicable age requirements will be used);
4. Accurately measuring District and Agent progress toward improving student outcomes and indicators, and meeting set targets and other goals; and
5. Establishing the terms and conditions for the sharing of District and student PII.

**SCOPE & PURPOSE**

The purpose of this Data Sharing Agreement is to share data, as outlined in Appendix A, between District and Agent. Agent will be [INSERT INFORMATION ABOUT WHAT WORK THE AGENT WILL BE DOING WITH THE DISTRICT] and will be using the data to [INSERT INFORMATION ABOUT HOW/WHY THE DATA WILL BE USED]

**CONSENT**

The District recognizes that prior written consent is a permissible means to share student PII under 34 C.F.R. 99.30. The District shall not release PII to Agent without prior consent of the parent/guardian or student (if the student is at least age 18) except in cases that constitute exceptions to the consent requirements of FERPA.

Consent forms shall be collected and retained by the Agent, and, upon request, made available to the District for review. A copy of the Agent’s consent form shall be attached to this agreement. Consent forms must be compliant with FERPA or, in the case of requests for health information, the Health Insurance Privacy and Protection Act (HIPPA).

The written consent form must specify the records that may be disclosed, state the purpose of the disclosure, and state to whom the disclosures will be made.

**DATA SHARING**

To assess progress and the educational policies and practices in the District, the District will share a raw data files and fields (“Confidential Information”) with Agent. The specific data points to be provided are outlined in this Agreement. Additional data elements will be added as addenda to this Agreement, where and when necessary.

The District will provide Agent the data identified herein beginning on or around [DATE]. Data will be provided [Annual/One Time or at Semester End] and shall continue until this agreement ends or is terminated. Data will not be transmitted until proof of parental/guardian/adult student consent is submitted and this data sharing agreement is signed by both parties.

**DATA SECURITY AND PROTECTION OF PRIVACY**

To effect the transfer of Confidential Information that is subject to federal and state confidentiality laws and to ensure that the required confidentiality of Personally Identifiable Information shall always be maintained, Agent agrees to the following in compliance with state law and FERPA and its regulations, as set forth in 34 C.F.R. §99.

1. Agent will provide the District with a list of the names, birthdates and student ID numbers (if known) of the students for whom written consent for the release of PII has been granted to Agent. This list will include any restrictions on or exceptions to the written consent. The written consent will comply with FERPA, specifically the requirements of 34 C.F.R. 99.30, and shall authorize the District to release student PII to the Agent. Agent shall maintain the written consents on file, and shall provide copies of those documents to the District upon request.
2. For purposes of this Agreement and ensuring Agent’s compliance with the terms of this Agreement and all applicable state and federal laws and regulations, Agent designates [INSERT TITLE OF AGENT WHO WILL RECEIVE DATA](or an alternative designee specified in writing) the temporary custodian of the data that the District shares with Agent. The District will release all data and information under this Agreement to the named temporary custodian. Agent’s temporary custodian 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 Agent is required to keep under this Agreement. The District designates [INSERT TITLE OF DISTRICT DESIGNEE WHO WILL RECEIVE DATA] (or an alternative designee specified in writing) as its liaison for all communications with Agent regarding this Agreement.
3. Agent will use any information, including PII, shared under this Agreement for no purpose other than to meet the scope & purpose as outlined in this Agreement.
4. Agent may hire employees and/or contract with individuals or organizations to assist Agent in carrying out the scope of work identified in this Agreement, including contracting with third parties to conduct data analysis on Agent’s behalf. Agent may disclose Confidential Information, including Personally Identifiable Information, to such persons with legitimate educational interests in the information for purposes of the research studies. Agent will require all employees and contractors to comply with this Agreement and all applicable provisions of FERPA and other laws and regulations with respect to the data and information shared under this Agreement. Before allowing an employee or contractor access to the Confidential Information shared under this Agreement, Agent agrees to require each employee and contractor with access to Confidential Information, including Personally Identifiable Information, to sign the Confidentiality Agreement attached hereto as Attachment A and to comply with such agreement.
5. Agent will conduct the work in a manner that does not permit personal identification of students or parents by anyone other than representatives of Agent with legitimate educational interests in the information.
6. Agent will not disclose information produced to it under this Agreement in any manner that could identify any individual student or parent, except as authorized by FERPA or provided for in this Agreement, other than to the District and Agent’s authorized employees and contractors with legitimate educational interests.
7. In the event that Agent wishes to present or publish data or results it has gained in the course of the research for and on behalf of the District under this Agreement, prior to such presentation or publication, Agent must obtain the informed written consent of the District.
8. Agent will not provide any data obtained under this Agreement to any entity or person that Agent knows is ineligible to receive the data.
9. Agent will destroy or return all data files and hard copy records to the District that contain PII and purge any copies of such data from its computer systems:
10. Upon termination of this Agreement, either by expiration of the Term of Agreement or as provided herein, or
11. When the PII is no longer needed for the purposes for which this Agreement was signed, whichever first occurs.
12. Agent is not authorized to continue using the data obtained under this Agreement upon termination of the Agreement.
13. Agent understands that the Agreement does not convey ownership of the District’s data to Agent.
14. Agent will protect all Confidential Information from any unauthorized use, disclosure, copying, dissemination, publication or distribution. Without limitation of the foregoing, Agent will: (a) make the Confidential Information available only to those of its employees, agents and other representatives who have a need to know the same for the purpose specified in this Agreement, who have been informed that the Confidential Information belongs to the District and are subject to this Agreement, and who have agreed or are otherwise obligated to comply with this Agreement; (b) not disclose the Confidential Information to any third party; (c) make or copy the Confidential Information only as reasonably required for the purpose specified in this Agreement; (d) not deliver, distribute, display, demonstrate or otherwise make available the Confidential Information to any third party except as provided in clause (a) above or Section 4.13 below; (e) not reverse engineer, decompile or disassemble any computer program included with such Confidential Information except to the extent permitted by law; and (f) not remove or obliterate markings (if any) on Confidential Information indicating its proprietary or confidential nature. In any event, Agent will be responsible for any breach of this Agreement by anyone receiving Confidential Information from or through Agent. Agent will, at its sole expense, take all reasonable measures (including, but not limited to, court proceedings) to restrain prohibited or unauthorized disclosure or use of the Confidential Information by anyone receiving the Confidential Information from or through Agent.
15. The District has provided to Agent certain information, including PII. As a convenience to and upon the written request of the District, Agent will provide the District PII specified in the District’s written request to a third party identified in the District’s request, provided that:
16. The District and third party represent to Agent that the third party is eligible to receive District PII pursuant to FERPA and all other applicable laws and regulations;
17. The third party has agreed to maintain the confidentiality of District PII in a manner consistent with the requirements of FERPA and all other applicable laws;
18. The District has entered into a separate data-sharing agreement with the third party substantially in the form of this Agreement.
19. The District will hold Agent, its officers, directors, employees, and contractors fully responsible for data privacy and security. Agent, its officers, directors, employees, and contractors and licensees shall be fully responsible for any and all liability and damages that relate in any way to Agent’s transfer of District Confidential Information, including PII, as directed by the District or the use of District Confidential Information, including PII, by any third party identified by the District to receive such District Confidential Information, including PII, pursuant to Paragraph 13 under this section, including but not limited to, improper disclosures of PII, by third parties that receive such data.

**For Health Information or Providers Only**

The provider shall arrange the appointment date and time for intake assessment of a student based on the available times provided by the provider, as coordinated by the school counselor.

A parent or legal guardian must accompany the student, if the student is younger than 13 years of age, during the intake assessment. Written parent permission for counseling at school shall be provided each school year. If a student is over the age of 13, the student may request these services without parental consent, pursuant to RCW 71.34.530, RCW 71.34.340 and RCW 70.96A.096, 230 and described in: <http://depts.washington.edu/hcsats/PDF/guidelines/Minors%20Health%20Care%20Rights%20Washington%20State.pdf>

It is the intent of this agreement to have mental health services available to students in the school setting in such a way that adults who influence the life of the student seeking help are working together to reduce and/or remove any barriers to learning, support his/her academic, social, career planning or emotional success. Therefore, at the time of the initial intake, the Provider shall present the student with a Release of Information (ROI) form that authorizes the School Counselor or other designated ESA certificated school personnel who supports the student to share educational records with the Provider for purposes of providing mental health services to the student. The decision to sign the ROI is at the discretion of the parent or legal guardian, or the student, if the student had reached age 18. If a parent, legal guardian, or student, as the case may be, declines to provide a signed ROI giving consent for the School Counselor and other relevant school personnel to share educational records with the Provider, the District will not allow education record information to be disclosed. A current ROI must be on file for each school year.

**TERM OF AGREEMENT**

This Agreement shall commence on the date of execution, end one calendar year from the date this agreement is signed. At any time this Agreement may be extended by mutual agreement of the parties in writing. Agent's obligations with respect to Confidential Information will survive any termination of the Agreement.

**TERMINATION**

Either party may give thirty (30) days written notification of termination of this Agreement to the other party at any time and for any reason.

**PAYMENT**

[INSERT ANY PAYMENT INFORMATION]

**ASSURANCES**

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

**INDEMNIFICATION**

Agent agrees that to the fullest extent permitted by law, Agent will hold harmless, defend, and indemnify the District, its agents, employees, and board members from any and all liabilities, penalties, losses, damages, claims, expenses, attorneys’ fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, without limitation, arising out of or resulting from any and all acts or omission by Agent under this Agreement. The District shall have the right to demand that Agent defend any and all claims, lawsuits, or proceedings related to services provided under the Agreement, without cost to the District, with a lawyer acceptable to the District. The terms of this section shall survive termination of the Agreement.

**CONSTRUCTION**

This Agreement shall be governed, construed and enforced according to the laws of the State of Washington without regard to any otherwise governing principles of conflicts of laws. This Agreement shall be construed neutrally and not in favor or against any party.

**VENUE**

Agent irrevocably consents to the jurisdiction and venue of any state or federal court located in King County, Washington, with regard to any legal action or proceeding relating to this Agreement.

**AMENDMENT**

This Agreement shall not be modified or amended except by a written agreement executed by both of the parties.

**BREACH OF CONFIDENTIALITY**

Signing this Data Sharing Agreement indicates that the Agent understands the confidentiality requirements of PII and any other data that may be submitted to Agent by District.

The District reserves the right to terminate this Agreement at any time for breach of confidentiality. Both parties acknowledge that the breach or attempted breach of any of the provisions as contained in this Agreement could cause irreparable injury or harm to the District which monetary damages may not adequately remedy. Accordingly in the event of any breach or impending breach of the Agreement, the District shall be entitled, and Agent hereby consents and specifically agrees, to the issuance and enforcement of an injunction or restraining order, interim, preliminary or permanent, with or without bond or other security, restraining, enjoining and prohibiting such breach by Agent or any entity acting in concert therewith without proof of monetary damages or the inadequacy of other remedies on the express understanding such remedy shall be in addition to and not limit the right and entitlement of the District to any other remedy at law or in equity including a remedy for damages.

**Highline School District Agent**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE SIGNATURE

PRINTED NAME PRINTED NAME

TITLE TITLE

DATE DATE

**Appendix A: Data File Description**

To ensure security of data provided by the District, all data will be encrypted and moved via physical media (ex: USB drive, CD or DVD) or SFTP (Secure FTP access available via the District’s Technology Services Department). No Personally Identifiable Information will be transferred via email.

Non-identifiable student data that can be released without parental consent:

**Demographics**

[ ]  School

[ ]  Gender

[ ]  Race

[ ]  Grade level

[ ]  Attendance (number of absences and/or average daily attendance)

[ ]  Behavior (count of suspensions and count of expulsions)

[ ]  ELL status

[ ]  SPED status

[ ]  Credits (number earned)

**State Assessments** (student results available in August)

[ ]  Smarter Balanced Assessment (SBA)

 [ ]  Grades 3-8 and 10 for English Language Arts [ ]  Grades 3-8 and 10 for Math

[ ]  Washington Comprehensive Assessment of Science (WCAS)

 [ ]  Grades 5 & 8 & 11

[ ]  English Language Proficiency Assessment for the 21st Century (ELPA21)

 [ ]  Grades K-12 for students in EL program

**District Assessment**

[ ]  i-Ready Grades 3-8

 [ ] English Language Arts [ ]  Math

**Frequency**

[ ]  Annual/One Time [ ]  Semester End

**Student Group**

Agent is responsible for identifying student group(s) for data request. When requesting identifiable student data please attach a list of names with student ID numbers. Parental consent, documented on a FERPA compliant release form, is required when requesting identifiable student data.

[identify student group(s) for data request and/or process for sharing program participant list]

**Additional Data Needs**

Please list any additional data needed below. Additional data requests will be considered on a case by case basis. Click here to request additional data needed.

*Note: The district’s ability to provide data will be dependent on internal data needs, which are our priority.*