

**DATA SHARING AGREEMENT  
BETWEEN  
SEATTLE SCHOOL DISTRICT NO. 1  
AND  
SEATTLE HOUSING AUTHORITY  
AND  
SEATTLE UNIVERSITY**

This Data Sharing Agreement (“Agreement”) is entered into between Seattle School District No. 1, a Washington municipal corporation (“District”) and Seattle Housing Authority (“SHA”), a public corporation, and Seattle University (“SU”), a non-profit, private university. The District, SHA, and SU are collectively referred to as the “Parties”.

**BACKGROUND**

The Parties are partners in the Choice Neighborhoods Education Initiative, a regional collective-impact initiative centered around SHA’s Yesler Terrace public housing community (the “Initiative”). Motivated by the belief that success in education is the best pathway out of poverty for low-income children and youth, the Parties are committed to improving the academic achievement of students living at Yesler Terrace (all of whom are District students) and in the adjacent Yesler neighborhood. In order to achieve this goal, SHA is partnering with local institutions and nonprofits to create a cradle-to-career pipeline of learning resources for children and youth to significantly improve high school and college graduation rates. The District has formally expressed its support for and participation in the Initiative through a Memorandum of Understanding dated October 21, 2010, and a letter of commitment dated March 15, 2012. SU has made a long-term commitment to the Initiative and has developed a plan to significantly improve the academic achievement of all students attending the main schools that serve the Yesler neighborhood. Other key partners in the Initiative include the City’s Office of Education and several nonprofits, including United Way, Neighborhood House, Catholic Community Services, the YMCA, and the College Success Foundation.

The Department of Housing and Urban Development (“HUD”) has awarded SHA two Choice Neighborhoods grants for Yesler Terrace. Over the grant periods, SHA will work with the District, SU and its other partners to implement a coordinated approach to ensure low-income children in the Yesler neighborhood have access to early learning opportunities, tutoring, summer academic enrichment, college preparation, mentoring, scholarships, and family engagement programs. This approach will involve Initiative partners working with low-income families and each other to develop education plans, track individual student progress, and access needed academic support services. SU is a sub-grantee of the Choice Neighborhoods grants, responsible for oversight of the implementation of the education component of the Initiative and serving as the lead for collecting and reporting participant data.

In order to allow individualized and collaborative assistance to families through the Choice Neighborhoods programs, each family will grant written consent for their student’s Personally Identifiable Information (as that term is defined in 20 U.S.C. § 1232g and 34 C.F.R. § 99.34) collected by the District to be shared with SHA, SU, Neighborhood House, College

Success Foundation, Catholic Community Services, and the YMCA (collectively the “Choice Neighborhood Partners”). The written consent will comply with all requirements for release of student Personally Identifiable Information under the Family Educational Rights & Privacy Act (“FERPA”). Choice Neighborhood Partners will also share their program data with the District to assist District staff in assessing the needs and progress of Yesler students. This sharing of student information and records will allow the Parties and their partners to reach the goals of the Choice Neighborhoods Initiative and report on progress regarding those goals to HUD and the community.

### **GOALS**

This Agreement has the following overriding goals:

1. Protecting against unauthorized access to and disclosure of student Personally Identifiable Information;
2. Enhancing the ability of the District, SHA and SU 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;
3. Accurately measuring District, SHA and SU progress toward improving student outcomes and indicators, and meeting set targets and other goals; and
4. Establishing the terms and conditions for the sharing of District student Personally Identifiable Information. This data sharing is necessary for the Parties and their partners to identify what programs may help each child succeed in school, assist program staff and volunteers in working with each child, monitor and track individual student progress over time, assess program effectiveness, complete reporting requirements and program evaluation and research, and demonstrate the efficacy of collective impact.

### **AGREEMENT**

NOW, THEREFORE, THE DISTRICT, SHA AND SU AGREE AS FOLLOWS:

#### **I. OBLIGATIONS OF SHA AND SU**

SHA and SU, representing all members of their organizations, shall ensure the confidentiality of student data through the following methods:

- a. SHA and SU shall provide the District with a list of the names and corresponding student IDs of Yesler Terrace students for whom written consent for the release of Personally Identifiable Information has been granted to the Choice Neighborhood Partners. This list will include any restrictions on or exceptions to the written consent. The written consents shall comply with FERPA, specifically the requirements of 34 C.F.R. § 99.30, and authorize the District to release student Personally Identifiable Information to the Choice

Neighborhood Partners. SHA and SU will maintain the written consents on file. Copies of the written consents shall be provided to the District upon request.

- b. SHA and SU shall strictly comply with all state and federal laws that apply to the use and release of District student Personally Identifiable Information, including but not limited to FERPA and its regulations, set forth at 34 C.F.R. § 99.
- c. SHA and SU shall comply with the re-disclosure limitations set forth in FERPA, including 34 C.F.R. § 99.33.
- d. SHA and SU shall restrict access to District student Personally Identifiable Information only to (i) the person or persons at each Choice Neighborhood Partner who provides direct services to District students; or (ii) the person or persons at each Choice Neighborhood Partner tasked with analyzing the data; and make those persons aware of, and agree to abide by, the terms set forth in this Agreement.
- e. Notwithstanding the requirement of written consent, SHA and SU may only share District student Personally Identifiable Information with Choice Neighborhood Partners who have signed a separate Data Partner Agreement with SHA and SU, requiring them to follow FERPA and the data safeguards in this Agreement.
- f. SHA and SU shall not release or otherwise reveal, directly or indirectly, District student Personally Identifiable Information to any individual, agency, entity, or third party not included in this Agreement, except as provided herein, unless such disclosure is required by law or court order.
- g. SHA and SU shall not distribute, reprint, alter, sell, assign, edit, modify or create derivative works or any ancillary materials from or with the District student Personally Identifiable Information, other than publications permitted under Section I(m).
- h. SHA and SU shall not use District student Personally Identifiable Information shared under this Agreement for any purpose other than the goals outlined in this Agreement. Nothing in the Agreement shall be construed to authorize SHA and SU to have access to additional data from the District that is not included in the scope of the Agreement (or addenda). SHA and SU understands that the Agreement does not convey ownership of the data to SHA and SU.
- i. SHA and SU shall take reasonable security precautions and protections to ensure that persons not authorized to view District student Personally Identifiable Information do not gain access to the data. Reasonable security precautions and protections include, but are not limited to:
  - i. Creating, distributing, and implementing data governance policies and procedures which protect District student Personally Identifiable Information through appropriate administrative, technical, and physical security safeguards, and outline staff responsibilities for maintaining data security;

- ii. Encrypting all District student Personally Identifiable Information carried on mobile computers/devices;
- iii. Encrypting District student Personally Identifiable Information before it is transmitted electronically;
- iv. Requiring that users be uniquely identified and authenticated before accessing District student Personally Identifiable Information;
- v. Establish and enforce well-defined data privilege rights which restrict users' access to the District student Personally Identifiable Information necessary for them to perform their job functions;
- vi. Ensuring that all staff accessing District student Personally Identifiable Information sign a confidentiality agreement, and maintaining copies of signed agreements;
- vii. Securing access to any physical areas/electronic devices where sensitive data are stored;
- viii. Installing a firewall to permit or deny network transmissions based upon a set of rules;
- ix. Installing anti-virus software to protect the network;
- j. SHA and SU shall report all known or suspected breaches of District student Personally Identifiable Information, in any format, to the District's Chief Information Officer 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. SHA and SU shall securely and permanently destroy District student Personally Identifiable Information, and any and all hard and soft (electronic) copies thereof, when it is no longer needed for the purposes of this Agreement or subsequent related agreements. SHA and SU agree to require all employees, contractors, or agents of any kind using the District data to comply with this provision. SHA and SU agree to document the methods used to destroy the data, and provide certification to the District that the data has been destroyed.
- l. For purposes of this agreement and ensuring SHA's and SU's compliance with the terms of this Agreement and all application of state and Federal laws, SHA and SU designate Deleena Patton from SU (or an alternative designee specified in writing) the temporary custodian of the data that the District shares with SHA and SU. The District will release

all data and information under this Agreement to said named temporary custodian. Deleena Patton 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 SHA and SU are required to keep under this Agreement. The District designates its Chief Information Officer (or an alternative designee specified in writing) as its liaison for all communications with SHA and SU regarding this Agreement.

- m. The Choice Neighborhood Partners have the right consistent with scientific standards, to present, publish, or use student results they have gained in the course of their analysis, but only if the publication, presentation, or use does not include personally identifiable information of parents, students, or teachers.
  - i. The Choice Neighborhood Partners 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.
  - ii. 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.
  - iii. The Choice Neighborhood Partners shall provide the District, free of charge and within thirty (30) days, a copy of any research report that is generated using the data.
  - iv. The District must be cited as the source of the data in all tables, reports, presentations, and scientific papers where relevant.
- n. SHA and SU acknowledge 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

The District recognizes that prior written consent is a permissible means to share student Personally Identifiable Information under 34 C.F.R. § 99.30. During the term of this Agreement, the District shall make available student demographic and academic data as defined in Appendix A - Data File Description through the District's Automated Data Reporting system or by secure file transfer.

## III. PAYMENT

No payments will be made under this Agreement by either Party.

## IV. INDEMNIFICATION

SHA and SU agree that to the fullest extent permitted by law, they 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 SHA or SU under this Agreement. The terms of this section shall survive termination of this Agreement.

The District agrees that to the fullest extent permitted by law, the District will hold harmless, defend, and indemnify SHA and SU, their 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 Agreement. The terms of this section shall survive termination of this Agreement.

#### V. NOTICES

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

To the District:	Chief Information Officer Department of Technology Services 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 32-151 Seattle, WA 98124-1165
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To SHA:	John Forsyth Community Services Administrator Seattle Housing Authority 190 Queen Anne Avenue North PO Box 19028 Seattle, WA 98109-1028
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To SU:	Kent Koth Director of the Center for Service and Community Engagement 901 12 <sup>th</sup> Avenue PO Box 222000 Seattle, WA 98122-1090
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#### VI. TERM

This Agreement is effective for data from the 2013-14 school year through data for the 2018-19 school year.

#### VII. TERMINATION

The District may terminate this Agreement, with 30 days written notice to SHA and SU, at any time, for any reason. In addition, the District may terminate this Agreement at any time if it

SEATTLE SCHOOL DISTRICT NO. 1

Signature

Printed Name

Title

Date

*[Handwritten Signature]*  
Kathie Technow  
Accounting Mgr  
1/27/14

SEATTLE HOUSING AUTHORITY

Signature

Printed Name

Title

Date

*[Handwritten Signature]* SorA  
James E. Fearn  
General Counsel  
2/3/14

SEATTLE UNIVERSITY

Signature

Printed Name

Title

Date

*[Handwritten Signature]*  
Stephen V. Sundberg, S.J.  
President  
2/18/14

determines such action is necessary for the health, safety or education of students or staff. SHA or SU may terminate this Agreement, with 30 days written notice to the District, at anytime, 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 Agreement must be in writing and be signed by each Party.
- c. Governing Law. The terms of this Agreement 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 Agreement is held invalid or unenforceable, the remainder of the Agreement 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 Agreement will not create a continuing waiver or any expectation of non-enforcement.
- g. Counterparts. The Parties agree that this Agreement 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. SHA and SU, by executing this contract, warrant that they are 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. SHA and SU agree 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: SHA and SU agree to provide reasonable cooperation with any inquiry by either the District or State Auditor relating to the performance of this contract.

By signing below, each signatory represents that it has the authority to execute this Agreement. For the District, only the Accounting Manager, Assistant Superintendent for Business & Finance, or Superintendent is authorized to sign.

## APPENDIX A: DATA FILE DESCRIPTION

Files will be sent through a secure server automatically or accessed through the Automated Data Reports system, once the student ID list is submitted and data sharing agreement is signed by both Parties.

Category	Item
Demographics	Student ID Name Current School Current Grade Sex Ethnicity/Race ELL Status
	SPED Status Gifted Status Primary Language Home Language Phone Number Living With Status Projected Grad Year On Track for High School Graduation
Coursework	Course Subjects Course Descriptions Periods Teacher Names Interim and Final Grade Marks (including GPA per grading period and cumulative)

	<p>School Year</p> <p>School Terms</p> <p>School Exit Dates</p> <p>Course Start Dates</p> <p>Course End Dates</p> <p>Credits Attempted</p> <p>Credits Earned</p>
State Assessments	<p>Subjects</p> <p>State Test Name</p> <p>School Year</p> <p>Met Standard</p> <p>Level</p>
	<p>Score</p> <p>Student Growth Percentile</p> <p>WA KIDS Results</p>
MAP	<p>Subjects</p> <p>School Year</p> <p>School Term</p> <p>RIT Score</p> <p>Percentile</p> <p>Met Typical Growth</p> <p>Student Growth Percentile</p>
Attendance	<p>Dates Absent</p> <p>Periods Absent</p> <p>Courses Absent</p>

	Absence Type Reason Attendance Rate
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