

**AGREEMENT BETWEEN ORGANIZATION AND THE OFFICE OF
SUPERINTENDENT OF PUBLIC INSTRUCTION**

**TO AUTHORIZE THE RELEASE AND USE OF DE-IDENTIFIED STUDENT-LEVEL
DATA FOR RESEARCH**

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In consideration of the promises and conditions contained herein, the Office of Superintendent of Public Instruction (“OSPI”) and _____ (“Organization”) do hereby mutually agree as follows.

PURPOSE

Researcher submitted a completed Student-Level Data Request Form (Exhibit A) to OSPI. OSPI approved the sharing of de-identified aggregate-level data (“de-identified data”) with Researcher, and the data approved for sharing are outlined in Exhibit E Data Approved for Sharing. The purpose of this Agreement is to authorize the release of student information to develop research-based results while maintaining the confidentiality of student data.

DUTIES OF OSPI

OSPI agrees to disclose to Researcher the de-identified data identified in Exhibit E solely for the purpose, scope, and duration described in Exhibit A.

DUTIES OF RESEARCHER

Researcher will not disclose the de-identified data to any other party, except those employees of Researcher and Researcher’s subcontractors (collectively, “Authorized Users”) that are directly involved and have a legitimate interest or a “need to know” in the performance of the research according to the terms of this Agreement.

The Researcher must require all Authorized Users as listed in Exhibit D Authorized Users for Contractor to comply with applicable state and federal student privacy laws, including without limitation the Family Education Rights Privacy Act, 20 U.S.C. 1232(g); the Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.; the Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq. Researcher must require each Authorized User to sign OSPI’s Statement of Confidentiality and Non-Disclosure Statement (Exhibit B). Alternatively, Researcher may require each Authorized User to sign a confidentiality agreement that must contain, at a minimum, the terms and conditions of this Agreement. Signed copies of Researcher’s confidentiality agreement or OSPI’s Non-Disclosure Statement(s), as appropriate, shall be attached to this Agreement as Exhibit B.

The Researcher agrees to protect de-identified data in a manner that does not permit personal identification of students, and shall not publish results for student aggregations of fewer than 10 students, in order to protect against revealing potentially individually identifiable student-level information. This includes applying complementary suppression techniques or blurring of reported data such that the values of suppressed cells (fewer than 10 students) may not be inferred or calculated by subtracting reported values from row or column totals.

Researcher must store all de-identified data on secure data servers using current industry best practices. Researcher agrees to notify OSPI as soon as practicable if Researcher learns of any security breach to the server containing the de-identified data or of any disclosure of de-identified data to anyone other than the Authorized Users or OSPI officials authorized to receive confidential data. Researcher must cooperate and take all reasonable means prescribed by OSPI to secure any breaches as soon as practicable.

Researcher certifies that it has the capacity to restrict access to the de-identified data solely to Authorized Users and to ensure that the de-identified data are accessed only for the purpose, scope, and duration described in Exhibit A. A copy of the Researcher's data security policies and procedures shall be included within the Student-Level Data Request Form (Exhibit A).

Researcher agrees to destroy all de-identified data within forty-five (45) days after it is no longer needed for the purpose described in Exhibit A, upon OSPI's request, or upon termination of this Agreement, whichever occurs first, and unless agreed otherwise in writing. Researcher must provide written verification of the data destruction (signed copy of Exhibit C Certification of Data Destruction) to OSPI within forty-five (45) days after the data are destroyed.

Researcher agrees to permit OSPI, at OSPI's cost and upon written reasonable request, to inspect, review, or audit Researcher to confirm that the Researcher is complying with this Agreement, including, without limitation, the data security policies and procedures identified in Exhibit A, and the methods of data destruction described in Exhibit C.

Researcher will collect and use the de-identified data provided under this Agreement only for the purposes, scope, and duration identified in Exhibit A.

If Researcher becomes legally compelled to disclose any de-identified data (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise), the Researcher must use all reasonable efforts to provide OSPI with prior notice before disclosure so that OSPI may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure OSPI'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, Researcher will disclose only that portion of the de-identified data that Researcher is compelled to disclose under law.

ALTERATIONS AND AMENDMENTS

Terms and conditions of this Agreement, including the Exhibits thereto, may only be amended by mutual written consent of both OSPI and Researcher. Researcher will not assign its respective rights or obligations under this Agreement without prior written consent of OSPI. The

rights and obligations of each party under this Agreement shall inure to the benefit of and shall be binding upon that party and its respective successors and assigns.

AUTHORIZED USERS

The individuals who are the designated Authorized Users for Researcher with respect to this Agreement are listed with their contact information in Exhibit D.

CONTRACT MANAGEMENT

The following Contract Manager for each of the parties shall be the contact person for all communications regarding the performance of this Agreement.

Contract Manager for OSPI	Contract Manager for Researcher
Darby Kaikkonen Director of Student Information P.O. Box 47200 Olympia, WA 98504-7200 Phone: (360) 725-6247 Email: darby.kaikkonen@k12.wa.us	Name Title Address Phone: Email:

TECHNOLOGY SECURITY REQUIREMENTS

The security requirements in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, which by this reference are incorporated into this agreement.

The Contractor acknowledges it is required to comply with WaTech Office of Chief Information Officer (OCIO) IT Security Policy 141 and OCIO IT Security Standard [141.10, Securing Information Technology Assets](#). OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all OSPI assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between OSPI and Contractor. Any related costs to performing these activities shall be at the expense of Contractor. Any such activities and resulting checklist and/or other products must be shared with OSPI's Information Technology Services.

ENTIRE CONTRACT

This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

EFFECTIVE DATE AND TERM

OSPI will not disclose the de-identified data prior to the occurrence of each of the following conditions: (1) This Agreement must be executed by a representative of OSPI and Researcher; (2) Researcher must provide copies of Exhibit A and Exhibit B to OSPI's Contract Manager; and (3) The researcher confidentiality agreements attached as Exhibit B must be executed.

The term of this Agreement is as follows, subject to the three prior conditions to OSPI's commencement of performance set forth immediately above and except as otherwise provided in this Agreement:

Month, Day, Year, or date of execution, whichever is later, through Month, Day, Year

GOVERNING LAW

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

INDEMNIFICATION

Researcher, to the extent not prohibited by law, will indemnify and hold harmless OSPI as well as its officers, officials, directors, employees, agents, and representatives from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person or entity which may be injured or damaged as a result of the Researcher's gross negligence, willful misconduct, or any failure to comply with any provision of this DSA.

Researcher or its representatives further agrees it shall be liable for the reasonable cost of attorney's fees for OSPI in the event such services are necessitated to enforce the terms of this DSA or otherwise enforce the obligations of Researcher and its representatives to OSPI.

In the event of any suit or claim against the Researcher or its representative related to the subject of this agreement or discharge of obligations under this agreement, Researcher or its representatives shall give OSPI immediate notice of claim or suit and shall provide all assistance and cooperation required by OSPI in the event that OSPI is named or included in the claim or suit against Researcher. OSPI shall give Researcher and its representative's written notice of any claim or suit against OSPI related to the subject of this agreement or discharge of obligations under this agreement, and Researcher and its representative shall have the full right and obligation to conduct Researcher or its representative's own defense thereof. Nothing contained

herein shall be deemed to accord to Researcher or its representatives, through their attorney(s), the right to represent OSPI or the State of Washington in any legal matter.

LIMITATION OF AUTHORITY

Only OSPI shall have the express, implied, or apparent authority to alter, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by OSPI.

PUBLICITY

OSPI is not required to agree with or endorse the conclusions or results of the research described in Exhibit A. Researcher agrees to submit to OSPI all advertising and publicity matters relating to this Agreement which in OSPI's judgment, OSPI's name can be implied or is specifically mentioned. Researcher agrees not to publish or use such advertising or publicity without the prior written consent of OSPI. Notwithstanding the foregoing, Researcher may make known in a public fashion the existence of the Agreement without prior consent of OSPI.

TRANSFER PROTOCOL

OSPI and the Researcher agree to work cooperatively to determine the proper medium and method for the transfer of the de-identified data between each other. Researcher will confirm the transfer of confidential data and notify OSPI as soon as practicable of any discrepancies between the actual data transferred and the data described in this Agreement. The same protocol will apply to any transfer of data from Researcher to OSPI.

SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may, by five (5) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part. The notice must specify the date of termination.

TERMINATION FOR DEFAULT

Either party may terminate this Agreement in the event the other party materially breaches any term, provision, warranty, or representation.

Researcher acknowledges that the breach of this Agreement or its part may result in irreparable and continuing damage to OSPI for which money damages may not provide adequate relief. In

the event of a breach or threatened breach of this Agreement by Researcher, OSPI, in addition to any other rights and remedies available to OSPI under this Agreement, at law, or in equity, may be entitled to preliminary and permanent injunctions to enjoin and restrain the breach or threatened breach.

If OSPI determines that Researcher has violated this Agreement, OSPI may, at its discretion, bar Researcher from accessing student-level data from OSPI for at least five (5) years.

In the event of a breach by Researcher, the rights and remedies of OSPI provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

INCORPORATION OF EXHIBITS AND ORDER OF PRECEDENCE

Each of the attachments listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations
- Exhibit A – Student-Level Data Request Form
- Exhibit B – Statement of Confidentiality and Non-Disclosure
- Exhibit C – Certification Of Data Destruction
- Exhibit D – Authorized Users for Researcher
- Exhibit E – Data Approved For Sharing
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

APPROVAL

This Agreement shall be subject to the written approval of the Superintendent’s authorized representative and shall not be binding until so approved. The Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

We the undersigned agree to the terms of the foregoing Agreement.

Darby Kaikkonen
Director of Student Information
Office of Superintendent of Public Instruction

Researcher Name
Researcher Organization

Kaori Strunk
Director of Professional Certification
Office of Superintendent of Public Instruction

EXHIBIT A
Student-Level Data Request Form

EXHIBIT B
OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION
STATEMENT OF CONFIDENTIALITY AND NON-DISCLOSURE

I acknowledge that I am an “Authorized User” under this Data-Sharing Agreement and I understand that I will have access to de-identified student-level information provided by OSPI. I understand that the information may be used solely for the purposes of work outlined in Exhibit A.

- I have been informed and understand that all information related to this Agreement 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.
- 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 a researcher related to this Agreement. I understand that if I participate in any unauthorized disclosure of confidential information I may be subject to applicable disciplinary, civil, and criminal proceedings and/or penalties.
- I will comply with applicable state and federal student privacy laws, including without limitation the Family Education Rights Privacy Act, 20 U.S.C. 1232(g); the Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.; the Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.
- I will protect the de-identified data in a manner that does not permit personal identification of students.

Signature: _____ Date: _____

Printed Name, Title: _____

Organization hereby assures the Office of Superintendent of Public Instruction (OSPI) that: (1) the above named person has been informed of the obligations and limitations respecting the non-disclosure of information established by the Data-Sharing Agreement between and OSPI, (2) no student-level information will be disclosed to any person or entity not expressly authorized by or pursuant to the Agreement to receive such information, (3) shall adequately safeguard all such confidential information from disclosure or access to by unauthorized persons, and (4) all confidential information provided by or through OSPI will be returned to OSPI or destroyed prior to the expiration of the Agreement, or immediately upon termination of the Agreement by either party.

Signature: _____ Date: _____

Printed Name, Title: _____

(An original of this signed document must be returned to the Office of Superintendent of Public Instruction.)

**EXHIBIT C
CERTIFICATION OF DATA DESTRUCTION**

This form must be signed by Researcher and returned to OSPI within 15 days of the date of disposal.

Acceptable destruction methods for various types of media include:

- 1) If student-level information has been contained on optical discs (e.g. CDs, DVDs, Blu-ray), the data recipient shall either destroy by incinerating the disc(s), shredding the discs, or completely deface the readable surface with a coarse abrasive.
- 2) If student-level information has been stored on magnetic tape(s), the data recipient shall destroy the data by degaussing, incinerating or crosscut shredding.
- 3) If data has been stored on server or workstation data hard drives or similar media, the data recipient shall destroy the data by using a “wipe” utility which will overwrite the data at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying disk(s).
- 4) For paper documents containing student-level information, a contract with a recycling firm to recycle confidential documents is acceptable, provided the contract ensures that the confidentiality of the data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration.

All copies of any data sets related to Data-Sharing Agreement # have been wiped from data storage systems.

All materials and non-wiped computer media containing any data sets related to Data-Sharing Agreement # have been destroyed.

All copies of any data sets related to Data-Sharing Agreement # that have not been disposed of in a manner described above, have been returned to the OSPI’s Contract Manager listed in this Contract.

All products or reports generated with the data provided through Data-Sharing # have been or will be sent to OSPI before they are released, published, or otherwise made available.

Date of Disposition _____

Researcher hereby certifies, by signature below, that the data disposition requirements outlined above been fulfilled.

Signature of Organization _____ Date: _____

EXHIBIT D
AUTHORIZED USERS FOR ORGANIZATION

The individuals below are authorized to have access to or work directly with data provided in this agreement.

At any point in time during the duration of the data sharing agreement any of the staff listed below are removed from the project written notification must be provided to OSPI immediately.

At any point in time during the duration of the data sharing agreement individuals are to be added as authorized users for research, written notification of the individual(s) to add and a signed original Exhibit B Statement of Confidentiality and Non-Disclosure for each person must be provided to OSPI, prior to providing access to the data.

**EXHIBIT E
DATA APPROVED FOR SHARING**

The Data Tables below contains data to be shared.

	Level	First Year	Last Year	Approval	Approval Date
CEDARS					
Enrollment & Demographics					
School Programs					
District Programs					
Limited English Proficiency					
Special Education					
Migrant					
Free/Reduced Price Lunch					
Student Grade History					
Student Schedule					
Staff Schedule					
Course Catalog					
Student Discipline					
Student Absence					
LAP Student Growth					
ASSESSMENT					
Spring Summative					
English Language Proficiency					
Early Learning Assessment					
Student Growth Percentile					