

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
DATA SHARING AGREEMENT
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

This Data Sharing Agreement ("Agreement") is between Santa Clarita Community College District ("College"), a California community college district and political subdivision of the State of California and William S. Hart Union High School District ("School"), a public school district organized and existing pursuant to the laws of the State of California. College and School are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, the purpose of the Agreement is to facilitate the collection, analysis, and sharing of student data in order to improve educational programs and services from junior high school through college; and

WHEREAS, the Parties will coordinate the process of sharing academic performance data concerning students who have or who are attending their institutions by facilitating the transfer of data and ensuring the confidentiality of records and their consistency with the Family Education Rights and Privacy Act ("FERPA") guidelines; and

WHEREAS, the Parties desire to evaluate and improve their respective educational programs through the analysis of academic performance data concerning students who have or who are now attending their institutions. It is necessary, therefore, for the Parties to share student data on a reciprocal basis for the purpose of evaluating and analyzing their respective educational programs; and

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

1. **Scope of Agreement.** The Parties shall provide one another with academic data concerning their respective students. The data shall be used only for conducting studies for the purpose of improving instruction. This data may include, but is not limited to, personally identifiable information such as names, date of birth, gender, and ethnicity as well as terms of enrollment, courses and grades ("Data"). Data shall be provided in the manner and form as specified by the Parties and in accordance with the following:

- The Parties will use Data for no purpose other than to meet the responsibilities under this Agreement and are prohibited from using Data for any purposes other than those agreed to by the Parties.
- The Parties shall not permit access to Data by anyone, other than approved representatives of the Parties.
- Data will be exchanged as needed and on an ongoing basis between College and School personnel during the Term of this Agreement, but no less than once per year.

2. **Term.** This Agreement shall commence on **July 01, 2019, and shall continue in full force and effect for one (1) year until and including June 30, 2020 ("Term")**, unless this Agreement is terminated during the Term pursuant to this Agreement.

3. **Termination.** This Agreement shall terminate upon expiration of the Term. Any termination of this Agreement during the Term shall be in accordance with the following:

- A. **Termination for Convenience.** Each Party may terminate this Agreement at any time at its convenience and without cause, upon providing the other Party at least thirty (30) days written notice before the effective date of termination.
- B. **Termination for Cause.** If a Party reasonably determines in good faith that the other Party has materially breached any of its obligations under this Agreement, the non-breaching Party, in its sole discretion shall have the right to provide the breaching Party with a fifteen (15) day period to cure the breach, or terminate this Agreement immediately if cure is not possible. The non-breaching Party shall provide written notice to the breaching Party describing the violation and the action it intends to take.
- C. **Rights and Obligations Upon Expiration or Termination.** Upon expiration, termination, or other conclusion of this Agreement, both Parties shall remain under their contractual obligations of security and confidentiality, and such obligations shall survive termination, expiration, or other conclusion of this Agreement. This Section shall survive the termination, expiration, or other conclusion of this Agreement.
 - i. **Expiration.** Upon expiration of this Agreement, all Data shall be securely archived by the receiving Party and shall be destroyed when it is no longer needed and no later than ten (10) years from the date the Data was first received.

- ii. Termination. Upon termination of this Agreement, all Data shall be securely and permanently destroyed, including all hard and soft (electronic) copies, by the Parties within fifteen (15) calendar days after such termination or expiration, or such other date as mutually agreed to in writing between the Parties. The destroying Party shall provide certification of destruction of all Data in writing to the other Party within five (5) business days of destruction.

4. Confidentiality. The Parties will maintain the confidentiality of any and all Data exchanged by each as a part of this Agreement. The confidentiality requirements under this Section shall survive the termination or expiration of this Agreement or any subsequent agreement intended to supersede this Agreement. All Data shall remain the sole property of the disclosing Party, and the receiving Party shall have no interest in or rights with respect thereto except as expressly set forth in this Agreement. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree: (i) not to use any of the other Party's Data for any purpose except in the performance of its obligations under this Agreement or as otherwise expressly permitted hereunder; (ii) to disclose such Data only to employees (or third party subcontractors permitted under this Agreement) who have a need to know such Data for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than that set forth herein; (iii) to protect such Data from unauthorized use, access or disclosure in the same manner that it protects its own similar Data, but in no event with less care than a reasonably prudent business would exercise; and (iv) to promptly notify the other Party of any actual or potential unauthorized access to or use of Confidential Information. To ensure the continued confidentiality and security of the Data processed, stored, or transmitted under this Agreement, the Parties shall establish a system of safeguards that will at minimum include the following:

- A. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit Data provided under this Agreement.
- B. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit Data provided under this Agreement.
- C. Procedures and systems that ensure that all confidential Data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said Data.
- D. The procedures and systems developed and implemented to process, store, or transmit Data provided under this Agreement shall ensure that any and all disclosures of confidential Data comply with all provisions of FERPA and California law relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act insofar as such laws are applicable to the Parties to this Agreement.

5. Indemnification. Each Party agrees to defend, hold harmless and indemnify the other Party, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of its negligent act or willful misconduct, or of its duties and responsibilities under this Agreement. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

6. Insurance. Each Party agrees to maintain, in full force and effect, at its own expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000); and (vi) Cyber Liability insurance with limits of not less than One Million Dollars (\$1,000,000) for each occurrence and an annual aggregate of One Million Dollars (\$1,000,000) covering claims involving privacy violations, damage to or destruction of electronic information, information theft, any release of private information, alteration of electronic information, extortion and network security, and coverage needs to include remediation costs for expenses incurred relating to notification expenses, call centers, Information Technology forensics, and Public Relations support following an incident or breach..

Each Party agrees to name the other Party, its Board of Trustees, officers, agents, and employees as Additional Insured under its policy(ies). Each Party shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the other Party, which shall be subject to the other Party's approval for adequacy of protection. The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation. All certificates sent to the College must be faxed or emailed, followed by a hard-copy in the mail to Santa Clarita Community College District, Attn: Contract, Procurement and Risk Management Services, 26455 Rockwell Canyon Road, Santa Clarita, CA 91355. All certificates sent to the School must be faxed or emailed, followed by a hard-copy in the mail to William S. Hart Union High School District, Attn: Risk Management, 21380 Centre Pointe Parkway, Santa Clarita, CA 91350

7. Compliance with Applicable Laws. Each Party agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to this Agreement or accruing out of the performance of such operations ("Rules").

8. Privacy of Student Records. The Parties acknowledge that student educational records are protected by the FERPA and California law, and that student permission must be obtained before releasing student records. Each Party shall be solely responsible for ensuring its actions comply with all applicable law requirements regarding student records and privacy.

9. Use of Subcontractors. Each Party must obtain the other Party's prior written approval to use any subcontractors while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between the subcontracting Party and subcontractor. Such approval must include approval of the proposed subcontractor and the terms of compensation. All subcontractors must adhere to the same terms and conditions listed in this Agreement including maintaining the same insurance coverage limits required in this Agreement. Copies of subcontractor insurance coverage may be requested by the non-subcontracting Party at any time. Nothing in this Section shall be interpreted as creating a contractual relationship between the non-subcontracting Party and any approved subcontractor. Notwithstanding approval of any subcontractor's contract, the subcontracting Party shall remain solely responsible for any harm, damage, or claim arising from any subcontractor's acts or omissions as set forth in Section 5.

10. Non-Discrimination. Each Party agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by either Party, on the basis of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.

11. Assignment. Neither Party may assign its obligations pursuant to this Agreement without the express, written approval of the other Party.

12. Non-Waiver. The failure of College or School to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

13. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service, (b) electronic mail, or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

College: Santa Clarita Community College District
Attn: Assistant Superintendent/VP Business Services
26455 Rockwell Canyon Road
Santa Clarita, CA 91355
Phone: (661) 362-3476
Fax: (661) 362-5480

School: William S. Union High School District
Attn: Chief Business Officer
21380 Centre Pointe Parkway
Santa Clarita, CA 91350
Phone: 661-259-0033

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

14. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

15. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

16. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Los Angeles, California.

17. Authority to Execute. The individual(s) executing this Agreement on behalf of each Party is/are duly and fully authorized to execute this Agreement on behalf of the Party and to bind that Party to each and every term, condition and covenant of this Agreement.

18. Approval by College's Board of Trustees. Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against College unless and until College's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

19. Entire Agreement/Amendment. The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved by College's Board of Trustees, and executed by the Parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

IN WITNESS WHEREOF, Parties hereby agree.

WILLIAM S. UNION HIGH SCHOOL DISTRICT

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

BY: 
Signature of Authorized Representative

Print
Name Ralph Peschek

Print
Title Chief Business Officer

Date August 12, 2019

BY: _____
Signature of Authorized Representative

Print
Name

Print
Title

Date
College's Board of Trustee's
Approval/Ratification Date