



DATA SHARING AGREEMENT

This Data Sharing Agreement is entered into by and between Coshocton City School District with a business address of 1207 Cambridge Rd, Coshocton OH 43812 and Zane State College with a business address of 1555 Newark Road, Zanesville, Ohio 43701 to establish the use, protection, and content of data needed by School from College. All sharing and use of Data is subject to the terms and conditions of this Agreement.

Definitions:

“Data” include all Personally Identifiable Information (PII) and other non-public information contained in a College student’s education records.

“Data Access” refers to School’s ability to view Data.

“Data Transmission” refers to the methods and technologies to be used to move a copy of the Data between College and School.

“Data Storage” refers to any recorded copies of Data including information stored on CDs, DVDs, servers, employee workstations, tape, USB drives, or any other storage media. Non-electronic storage such as paper printouts are included.

“Data Encryption” refers to ciphers, algorithms or other encoding mechanisms intended to protect confidentiality. Data encryption of personal information is required during transmission and may be required during storage. Encryption type and strength will be established by mutual agreement.

“Data Exchange” shall mean data sharing, transferring, entering, providing, and sending any data from any College campus to any School entity by any means made available at the College campuses.

1. Period of Agreement

The period of this Agreement shall commence on the date this Agreement is fully executed by authorized representatives of the parties and terminate one year thereafter, but may be extended prior to the expiration of the initial term or any extended term, by mutual, written consent of the Parties.

Either Party may terminate this Agreement by providing ninety days written notice to the other Party at the addresses first written above unless otherwise changed in writing.

2. Data Elements or Student Education Records

Collection of Data will be limited to the following elements:

- Student Name
- Student Accuplacer test scores
- Student Address grades 7-12
- Student GPA

School, or any of its directors, officers, employees or representatives shall not collect any additional data, without the express written approval of the following representative of College and the affected student(s).

3. Intended Use of Data

School will use the data elements listed in section 2 above to assist in determining which students are eligible to participate in the College Credit Plus program, subject to the limitations of this Agreement.

4. Constraints on Use of Data

School acknowledges that this Agreement allows it access to the Data and Data Elements which may include Education Records and other Personally Identifiable Information related to students at College. School agrees to hold the Data and Data Elements in strict confidence and shall not use or disclose the Data or Data Elements received from or on behalf of College except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by College. This Agreement does not constitute a general release of the Data or Data Elements to any third party, but allows access only to carry out the purposes described herein. Any ad hoc analysis or other use of the data not specified in this Agreement is permitted only with prior written authorization from College.

School shall ensure that all staff and representatives with access to the Data and Data Elements described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise all staff and representatives with access to the Data and Data Elements of the provisions of this Agreement and direct them that they are forbidden from disclosing any of the Data and Data Elements to third parties without the written consent of College.

School and its staff shall not disclose, in whole or in part, the Data or Data Elements provided by College to any party other than College, unless specifically authorized by this Agreement. If School provides to a subcontractor or agent any Data, Data Elements, Education Records or other College student Personally Identifiable Information that was received from or created for College, School shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on School by this Agreement.

5. Data Security

School will employ industry standard security procedures and guidelines to protect the Data and Data Elements from unauthorized physical and electronic access and in accordance with all requirements of the federal Family Educational Rights and Privacy Act (“FERPA”).

School shall disclose any system security breach following discovery or notification of the breach to College and to any person whose Data or Personal information was disclosed or is reasonably believed to have been acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay.

School shall, at its expense, immediately upon learning, directly or indirectly, of a breach, and after notifying College inform in writing all persons whose Data or Personal information was so disclosed or acquired, the procedures, if any required to ensure that the disclosed or acquired data has not and will not affect such person’s identity.

Upon expiration or termination of this Agreement, but subject to the then-existing technical ability to do so, School shall, at the option of College: certify that School has destroyed all of the institutional and individual Data of College; or return all Data of College and individual Data to College; or take whatever other steps College requires of School to protect Data.

6. Return or Destruction of Education Records and Personally Identifiable Information

Upon termination, cancellation, expiration or other conclusion of this Agreement, but subject to the then-existing technical ability to do so, School shall:

Return to College, or if College directs School otherwise, destroy all Data, Data Elements, Education Records and Personally Identifiable Information in whatever form or medium that School received from or created on behalf of College. This provision also shall apply to all Data, Data Elements, Education Records and Personally Identifiable Information that are in the possession of subcontractors or agents of School. In such case, School shall retain no copies of such information, including any compilations derived from and allowing identification of Data, Data Elements, Education Records and Personally Identifiable Information. School shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, School shall certify in writing to College that such return or destruction has been completed.

7. Amendments and Alterations to this Agreement

College and School may amend this Agreement by mutual consent, in writing, at any time.

8. Assignment

Neither party may assign this Agreement nor any rights or obligations under this Agreement to an unaffiliated third party without the prior written consent of the other party. Any such assignment not in accordance herewith shall be null and void.



9. Dispute Resolution

Disputes concerning the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level shall be stated in writing by each party and first presented to the other party for consideration.

10. Signatures

SCHOOL

COLLEGE

Mark Kowalski
Superintendent

Chad M. Brown, Ph.D.
President

Signature

Signature

Date

Date