



## **Connect Casino Road and Mukilteo School District Partnership Agreement**

This is an Agreement between Connect Casino Road, as represented by the Community Foundation of Snohomish County, (herein after referred to as "CCR" or "CCR/CFSC") and Mukilteo School District (herein after referred to as "MSD"). The purpose of this Agreement is to create a consistent and dedicated partnership between MSD and CCR/CFSC and to outline the expectations of the partnership. This agreement between CCR/CFSC and MSD will focus on aligning resources and activities in prioritizing areas of support to Casino Road families and students, including MSD's participation in the Creating Open Road to Equity (CORE) team hosted by CCR. This agreement will be effective 5-12-21, 2021 and ends on August 31, 2021. The term will renew automatically on September 1<sup>st</sup> for additional one-year terms with an end date of August 31<sup>st</sup>.

### **Project Background**

CCR is the backbone organization supporting a cross-sector community collaborative focused on incubating inclusive, innovative, and transformative opportunities for Casino Road families. CCR creates and supports an environment in which shared community aspirations can be co-created, resourced, and brought to life.

CCR partners with more than 20 different community-based organizations to align community actions, resources, and learning for both long-term and emergent projects reflective of the needs and strengths of the Casino Road community. Through these collaborations and projects, CCR works to create a connected, restorative, equitable, and trauma-informed community that supports the aspirations of families who call this community home.

### **Purpose - The CORE Team**

Founded on the Aspen Institute's research-based poverty reduction model called Two Generation Approach as well as emerging neuroscience on childhood development, trauma, and resilience, the Creating Open Roads to Equity (CORE) Team (one of several CCR teams), brings together partners to:

1. Develop and pilot a new and innovative two-generation program to support the overall wellbeing of a cohort of up to 60 Casino Road families with children under the age of 8, and
2. Improve and/or create systems within our community that holistically support the needs of families with young children during the important developmental years of early childhood.

### **Expectations**

By entering into this Agreement, MSD and CCR/CFSC agree to partner on opportunities and projects that align to our shared interest areas. These shared interest areas include 1) Student Achievement 2) Family Engagement 3) Professional Development and 4) Social Emotional Learning and 5) Early Learning as it

pertains to students, families, and staff connected to the following schools within Mukilteo School District service area.

ECEAP – Early Childhood Education & Assistance Program

Horizon Elementary School

Challenger Elementary School

Explorer Middle School

Harbour Pointe Middle School

Olympic View Middle School

Voyager Middle School

Aces High School

Kamiak High School

Mariner High School

Through this Agreement, CCR/CFSC invite MSD to become an active and dedicated partner of CCR.

Mukilteo School District responsibilities:

1. Designate at least one staff member to attend the monthly CORE meetings on a regular and consistent basis. The Superintendent will appoint an MSD employee to serve as the Superintendent-designee.
2. Work with CORE partners to collaborate, co-create, and improve an existing pilot model that includes case management, family counseling, and resource referral. Plan development and improvement includes but is not limited to:
  - a. Developing goals and outcomes for the program
  - b. Developing measurement tools to assess the program
  - c. Developing new community partnerships to serve the cohort of up to 60 CORE families
3. Respond to the specific needs of the CORE families, all of whom live within the MSD service area. This work includes but is not limited to:
  - a. Connecting families to resources within the district
  - b. Advocating on behalf of family needs
  - c. Piloting innovative approaches to helping student(s) and families meet their goals
  - d. Partnering with other organizations to ensure the needs of the families are met
4. Partner with CCR to develop seamless systems of support for shared MSD CORE students and their families. Key areas of focus include:
  - a. Identifying a point of contact and/or team within every building to assist with navigation and access to needed services.
  - b. Accessing student information, as detailed in the Data Sharing Agreement (Appendix A & B), on behalf of the family (with parent/guardian written consent).
  - c. Partnering with CCR staff to exchange student and/or family information, as detailed in the Data Sharing Agreements (Appendix A & B), with the school on behalf of the family (with parent/guardian written consent).
  - d. Attending school meetings with the family, including IEP meetings (with parent/guardian written consent).
5. As a CORE Team member, assist CORE organizations and CCR staff to build and implement a plan that includes an annual budget of \$210,000.

6. Participate in annual grant reporting for the CORE team.
7. MSD will pay CCR \$2050.00 for support services for the 20/21 school year. Prior to renewal of the agreement, both parties will agree upon the amount in writing.
8. Designate staff members to participate in emergent teams, workgroups, and committees. The Superintendent or designee will appoint MSD employees to serve based on the specific needs and expertise required by the team or workgroup to be convened.
9. Support MSD staff members involved in the work of CCR to:
  - a. Participate in professional development provided by CCR. Professional development will include the following: Two-Generation Approaches, Restorative Practices, Racial Equity, Adverse Childhood Experiences (ACEs), and Trauma Informed Care.
  - b. Work alongside CCR partners to learn, develop, and use best practices related to the aforementioned frameworks.

**Connect Casino Road responsibilities:**

1. Provide full-time administrative staff to support the CORE collaborative which includes serving as the lead on scheduling, budgeting, grant reporting, grant writing, etc.
2. Provide 2 full-time Family Coordinators to support the CORE families.
3. Act as the fiscal agent for the CORE collaborative.
4. Organize professional development opportunities related to our guiding frameworks and pay for MSD staff representatives to participate in relevant professional development opportunities.
5. Provide annual report of work to MSD as outlined in this agreement.
6. Be knowledgeable of, remain current, and comply with all applicable existing and developing health and safety guidelines, recommendations and orders related to the pandemic issued by the Snohomish Health District, Washington State Department of Health, and US Center for Disease Control.

**Communication**

MSD and CCR may use the other's name and logo for purposes of promoting their programs and their collaboration on their websites and social media platforms, and in posters, newsletters, brochures, and other outreach materials, but will share afore mentioned publications with the other party for review before publishing. Formal media briefs or presentations will require collaboration between both parties.

**Amendments**

This agreement can be amended at any time through written consent of both parties.

**Data Sharing Agreement**

Appendix A – Data Sharing Agreement with CCR/CFSC detailing the purpose and parameters for which the data can be used in partnership with this agreement.

Appendix B – Data Sharing Agreement with Child Strive detailing the purpose and parameters for which the data can be used in partnership with this agreement.

**Insurance**

- a) *Commercial General Liability.* An occurrence policy of Commercial General Liability with the minimum limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. If CCR/CFSC shall be in contact with minor children, CCR/CFSC shall provide evidence that sexual misconduct coverage has not be excluded from the policy and is covered under this policy. Acceptable evidence of sexual misconduct coverage must include on the evidence of coverage limits applicable to sexual misconduct and will be subject to approval by MSD's Business Office. Evidence of Coverage will also reveal that Washington Stop Gap coverage is provided with a limit of at least \$1,000,000 each accident.
- b) *Commercial Automobile Liability Insurance.* A policy of Commercial Automobile Liability Insurance, including coverage for owned, non-owned, leased or hired vehicles written with a minimum limit of \$1,000,000 combined single limit and which provides Under Insured and Uninsured coverage of at least \$1,000,000.
- c) *Medical Malpractice or Professional Liability Insurance.* A Medical Malpractice insurance appropriate to CCR/CFSC's profession shall be for any professional error, act or omission arising out of the scope of work as provided in Exhibit A with minimum limits of \$1,000,000 per claim and \$3,000,000 aggregate.
- d) *Cyber Liability or Network Security and Privacy Liability.* A policy of Cyber liability which will cover Privacy Liability, Data Breach, Network Security Liability, Internet Media Liability, and Digital Asset Coverage with limits of at least \$2,000,000 per claim and \$2,000,000 aggregate.
- e) *Workers Compensation Insurance.* As respects Workers Compensation insurance in the State of Washington, the CCR/CFSC shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW). If the CCR/CFSC is qualified as a self-insurer in accordance with Chapter 51.14 RCW, the CCR/CFSC shall so certify by a letter signed by a corporate officer indicating that it is a qualified self-insured entity and setting forth the limits of any policy of excess insurance covering its employees or any similar coverage required.
- f) *Additional Insured Endorsement.* The Mukilteo School District No. 6, its Board, Directors, Officers, Employees, and Volunteers shall be added an Additional Insured on a primary and non-contributory basis. The Additional Insured Endorsement shall be attached to the Certificate of Liability Insurance or other form of Evidence of Coverage.
- g) *Proof of Insurance.* The CCR/CFSC shall furnish Certificates of Liability Insurance and policy endorsements as evidence of compliance with the insurance requirements of this Agreement. Such Certificate and endorsements must be signed by a person authorized by that insurance

company to bind coverage on its behalf and such Certificate shall provide forty-five (45) days prior written notice to MSD for any reduced or cancelled insurance.

- h) *Carrier Review.* Insurance carriers are subject to review and approval by the MSD. All insurance shall be carried by companies that are financially responsible and maintain an A.M. Best's Financial Strength Rating of at least A IX. All insurance carriers who do not have a Financial Strength Rating of A IX must have the written approval of the MSD's Business Office.
- i) *Contract Insurance Limits.* Providing coverage in the stated limit amounts shall not be construed to relieve the CCR/CFSC from liability in excess of the stated limit amount.

### **Indemnification**

MSD and CCR/CFSC, each as Indemnitor, agree to defend, indemnify, and save harmless (the "Defense and Indemnity Duty") the other as Indemnitee, as well as their agents and employees, from every claim, risk, loss, damage, suit, judgment, and expense, including attorney's fee, ("Claims") arising out of or in any manner connected with the Work performed under this Agreement; provided that each Indemnitor's Defense and Indemnity Duty is valid and enforceable only to the extent of the negligent acts or omissions by the Indemnitor and the Indemnitor's subcontractors, agents, and employees.

MSD and CCR/CFSC, each as Indemnitor, further agree to defend, indemnify, and save the other party as Indemnitee harmless from all WISHA or other related claims, demands, proceedings, violations, penalties, assessments, or fines that arise out of or relate to Indemnitor's failure to comply with any safety-related laws, ordinances, rules, regulations, orders, or its obligations hereunder. For purposes of the foregoing indemnification provision only, and only to the extent of claims against Indemnitor by the Indemnitee under such indemnification provision, Indemnitor specifically waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Indemnitor's Defense and Indemnification Duty herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disabilities benefit acts, or other employee benefit acts.

### **Force Majeure**

For the purpose of this Agreement, an "Event of Force Majeure" means any circumstance not within the reasonable control of the Party affected, but only if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence and the observance of Good Utility Practice, cannot be, or be caused to be, prevented, avoided or removed by such Party, and (ii) such circumstance materially and adversely affects the ability of the Party to perform its obligations under this Agreement, and such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof.

In the "Event of Force Majeure", neither party will be liable for failure to perform its obligation hereunder when failure is caused by fire, explosion, water, communicable disease, virus, pandemic or other natural calamities, acts of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather and energy related to closings, governmental rules or regulations.

**Termination**

This agreement may be terminated at any time by written consent of both parties.

By signing below, both parties agree to the terms and conditions outlined above.

**Mukilteo School District**

Signature: Alison Brynson  
Dr. Alison Brynson, Superintendent  
Date: 5/12/21

**Connect Casino Road**

Signature: Sara Boyle  
Sara Boyle, Director  
Date: 5/12/2021

**Community Foundation of Snohomish County**

Signature: Karri Matau  
Karri Matau  
Date: 5/13/21  
CEO + President



**Mukilteo**  
School District

Partnership Agreement  
Between  
Mukilteo School District  
And  
Connect Casino Road  
(represented by the Community Foundation of Snohomish County)  
Amendment # 1

1. This amendment is made by Connect Casino Road, as represented by the Community Foundation of Snohomish County, (herein after referred to as "CCR" or "CCR/CFSC") and Mukilteo School District (herein after referred to as "MSD") parties to the agreement to create a consistent and dedicated partnership focused on aligning resources and activities in prioritizing areas of support to Casino Road families and students, including MSD's participation in the Creating Open Road to Equity (CORE) team hosted by CCR, dated 5/13/2021.

2. This Amendment amends and modifies the Agreement as follows:

- A. Item 7. MSD will pay CCR \$2050.00 for support services for the ~~20/21~~ 21/22 school year. Prior to renewal of the agreement, both parties will agree upon the amount in writing.
- B. Addition of new Item 8. MSD will pay ChildStrive \$1345.00 for support services for the 21/22 school year. Prior to renewal of the agreement, both parties will agree upon the amount in writing.

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

By: *Sara Boyle* Dated: 6/9/2021

Sara Boyle, Director, Connect Casino Road

By: *Karri Matau* Dated: 6/9/2021

Karri Matau, CEO, Community Foundation of Snohomish County

By: *Alison Brynelson* Dated: 6/9/21

Alison Brynelson, Superintendent  
Mukilteo School District

**Data Sharing Agreement between Mukilteo School District and Community Foundation of Snohomish County (EFSC) and CONNECT CASINO ROAD**

**Appendix A**

**Purpose**

The purpose of this Agreement is for Mukilteo School District, "DISTRICT", to provide negotiated data sets to the **Community Foundation of Snohomish County (EFSC)** and **CONNECT CASINO ROAD (CCR)**, "CONSULTANT".

Connect Casino Road is the backbone organization supporting a cross-sector community collaborative focused on incubating inclusive, innovative, and transformative opportunities for Casino Road families. CCR creates and supports an environment in which shared community aspirations can be co-created, resourced, and brought to life.

Connect Casino Road partners with more than 20 different community-based organizations to align community actions, resources, and learning for both long-term and emergent projects reflective of the needs and strengths of the Casino Road community. Through these collaborations and projects, we work to create a connected, restorative, equitable, and trauma-informed community that supports the aspirations of families who call this community home.

Founded on the Aspen Institute's research-based poverty reduction model called Two Generation Approach as well as emerging neuroscience on childhood development, trauma, and resilience, the Creating Open Roads to Equity (CORE) Team (one of several CCR teams), brings together partners to:

1. Develop and pilot a new and innovative two-generation program to support the overall wellbeing of a cohort of up to 60 Casino Road families with children under the age of 8, and
2. Improve and/or create systems within our community that holistically support the needs of families with young children during the important developmental years of early childhood.

**Responsibilities of Data Users and Confidentiality**

1. All parties, DISTRICT and CONSULTANT shall be responsible for complying with the Federal, State, City, and local laws, Policies and Procedures for data privacy, security and client confidentiality as required by the District and any applicable laws.
2. The DISTRICT and CONSULTANT acknowledges that student data, material and information which originates from this contract, and the data, material and information which will come into its possession in connection with performance under this contract, consists of confidential data owned by the District or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) or other privacy laws, and that disclosure to or use by third parties would be damaging. The DISTRICT and CONSULTANT, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this contract, to release it only to authorized employees requiring such information and not release or disclose it to any other party. The CONSULTANT agrees to



release such information or material only to employees who have signed a written agreement expressly prohibiting disclosure.

### **Data Identification**

The DISTRICT will provide CONSULTANT access to the following data elements listed below via .csv file:

1. Student Name
2. Student ID Number
3. Student Contact Information (e.g. phone number, email, address)
4. Family Name(s)
5. Family Contact Information (e.g. phone number, email, address)
6. Student Schedule
7. Student Grades
8. Student Attendance
9. Student assessment scores

### **Ownership and Copyright of Data**

1. DISTRICT retains all ownership of data entered, generated or created, including derivatives, in or from the services provided by CONSULTANT.
2. CONSULTANT does not reserve any rights of ownership of data.
3. All work(s) created by DISTRICT students under this Contract are protected as intellectual property of the student under federal copyright law.
4. All work(s) created by DISTRICT staff under this contract are protected as intellectual property of the DISTRICT under federal copyright law.

### **Data Lifespan**

1. DISTRICT data (identifiable or anonymized) will only be retained for the duration of the terms of service. Once the Contract is terminated or expires, ALL DATA will be disposed of, destroyed or returned, with written notification from the CONSULTANT to the DISTRICT.
2. If CONSULTANT is sold, purchased, foreclosed, or files for bankruptcy, the contract between CONSULTANT and DISTRICT will automatically terminate and all data and/or work will be disposed of, destroyed or returned, with written notification from the CONSULTANT to the DISTRICT.

### **Use of Data**

1. DISTRICT data may not be used for any purpose outside of the Contract, Purpose, and/or Scope of Work.

2. Aggregated DISTRICT data may be used by CONSULTANT internally for product review and enhancement.
3. There shall be no exchange (monetary or otherwise) for DISTRICT data.
4. DISTRICT data (identifiable or anonymized) may not be used to develop programs, software, tools, worksheets, materials, etc. that will be resold to the District, or other districts, businesses, or entities, without the prior written consent of the DISTRICT.
5. In accordance with FERPA, Personally Identifiable Data (identifiable or anonymized) of staff or students may not be released from CONSULTANT or districts, businesses, or entities, or presented without permission of the DISTRICT.
6. Data, works, or derivatives may not be presented outside of CONSULTANT without permission from the DISTRICT.

#### **Access to Data**

1. DISTRICT and CONSULTANT acknowledge and agree that CONSULTANT shall permit access only by its employees and service providing contractors (if applicable), in each case, who are authorized and certified.
2. DISTRICT may request CONSULTANT to provide DISTRICT with a list of employees and contractors (if applicable) who will have access to data within 24 hours from when initial access begins.
3. CONSULTANT employees and service providing contractors (if applicable) who are authorized to have access to the Data have, or will have, prior to gaining access to the Data, have certified their understanding that they or CONSULTANT may be held individually liable for any and all criminal and civil penalties imposed for breach of confidentiality.

#### **Data Storage**

1. All DISTRICT data will be stored in a physically, virtually, and intellectually secured and locked area, and CONSULTANT will take every measure to prevent unauthorized access to the data.
2. DISTRICT data will not be stored on any removeable storage device; e.g. thumb drive, flash drive, or external removable drive.
3. DISTRICT data will not be stored in/on a cloud, or internet-based, storage service without written request and approval by DISTRICT.
4. DISTRICT data will not be stored in/on any storage service that mines, aggregates, archives, etc. data without written request and approval by DISTRICT.

CONSULTANT hereby notifies DISTRICT that data will be stored: **Microsoft Azure and Salesforce Database.**

## **Insurance**

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees. CONSULTANT shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Commercial General Liability Insurance with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 and Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONSULTANT in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Mukilteo School District is to be added as an additional insured to the policy.

CONSULTANT will provide DISTRICT with proof of commercial general liability coverage and cyber liability coverage with a hard copy of the additional insured endorsement from CONSULTANT's insurer within seven (7) business days of signing contracts/data sharing agreements, and before DISTRICT data is released.

## **Indemnification**

CONSULTANT shall defend, indemnify and hold harmless the DISTRICT, its officers, directors, employees, agents and assigns (the "Indemnitees") from and against any and all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance carrier, arising out of or resulting from any third-party claim against the Indemnitees arising out of or resulting from CONSULTANT'S failure to comply with any of its obligations under this agreement. CONSULTANT'S duty to defend and indemnify the DISTRICT includes any and all claims and causes of action whether based in tort, contract, statute, or equity. CONSULTANT agrees that it shall be obligated to accept any tender of defense by the DISTRICT pursuant to this agreement and provide a full defense to the DISTRICT so long as any potential exists for CONSULTANT to have an obligation to indemnify the DISTRICT for any part of any potential judgment against the DISTRICT.

CONSULTANT'S defense and indemnity obligations herein are intended to provide for the broadest indemnity rights available under Washington law and shall survive the termination of this agreement. To the extent CONSULTANT'S defense and indemnity obligations as set forth in this agreement conflict with the terms of the Service Agreement, the defense and indemnity provisions set forth herein shall control.

All written requested will be addressed to:

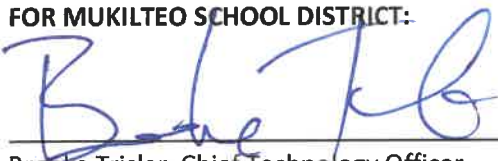
Brooke Trisler, Chief Technology Officer  
Mukilteo School District  
9401 Sharon Drive, Everett, WA, 98204

**FOR CONNECT CASINO ROAD:**

  
\_\_\_\_\_  
Sara Boyles, Director, Connect Casino Road  
Community Foundation of Snohomish County

5/12/2021  
(Date)

**FOR MUKILTEO SCHOOL DISTRICT:**

  
\_\_\_\_\_  
Brooke Trisler, Chief Technology Officer

5/14/21  
(Date)

## **Data Sharing Agreement between Mukilteo School District and Child Strive**

### **Appendix B**

#### **Purpose**

The purpose of this Agreement is for Mukilteo School District, "DISTRICT", to provide negotiated data sets to the **Child Strive**, "CONSULTANT".

ChildStrive's success stems from a foundational belief in family empowerment and a strength-based model that maximizes each child's abilities so that they can get the very best start in life. They use a hands-on coaching model. Their staff supports parents and other care givers, enhancing their capacity to meet the specific needs of their infants and toddlers, in the child's natural learning environments – at home, at their childcare center, or in other community settings.

In partnership with Connect Casino Road, Child Strive will:

1. Develop and pilot a new and innovative two-generation program to support the overall wellbeing of a cohort of 30 Casino Road families with children under the age of 8, and
2. Improve and/or create systems within our community that holistically support the needs of families with young children during the important developmental years of early childhood.

#### **Responsibilities of Data Users and Confidentiality**

1. All parties, DISTRICT and CONSULTANT shall be responsible for complying with the Federal, State, City, and local laws, Policies and Procedures for data privacy, security and client confidentiality as required by the District and any applicable laws.
2. The DISTRICT and CONSULTANT acknowledges that student data, material and information which originates from this contract, and the data, material and information which will come into its possession in connection with performance under this contract, consists of confidential data owned by the District or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) or other privacy laws, and that disclosure to or use by third parties would be damaging. The DISTRICT and CONSULTANT, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this contract, to release it only to authorized employees requiring such information and not release or disclose it to any other party. The CONSULTANT agrees to release such information or material only to employees who have signed a written agreement expressly prohibiting disclosure.

#### **Data Identification**

The DISTRICT will provide CONSULTANT access to the following data elements listed below via .csv file:

1. Student Name
2. Student ID Number

3. Student Contact Information (e.g. phone number, email, address)
4. Family Name(s)
5. Family Contact Information (e.g. phone number, email, address)
6. Student Schedule
7. Student Grades
8. Student Attendance
9. Student assessment scores

#### **Ownership and Copyright of Data**

1. DISTRICT retains all ownership of data entered, generated or created, including derivatives, in or from the services provided by CONSULTANT.
2. CONSULTANT does not reserve any rights of ownership of data.
3. All work(s) created by DISTRICT students under this Contract are protected as intellectual property of the student under federal copyright law.
4. All work(s) created by DISTRICT staff under this contract are protected as intellectual property of the DISTRICT under federal copyright law.

#### **Data Lifespan**

1. DISTRICT data (identifiable or anonymized) will only be retained for the duration of the terms of service. Once the Contract is terminated or expires, ALL DATA will be disposed of, destroyed or returned, with written notification from the CONSULTANT to the DISTRICT.
2. If CONSULTANT is sold, purchased, foreclosed, or files for bankruptcy, the contract between CONSULTANT and DISTRICT will automatically terminate and all data and/or work will be disposed of, destroyed or returned, with written notification from the CONSULTANT to the DISTRICT.

#### **Use of Data**

1. DISTRICT data may not be used for any purpose outside of the Contract, Purpose, and/or Scope of Work.
2. Aggregated DISTRICT data may be used by CONSULTANT internally for product review and enhancement.
3. There shall be no exchange (monetary or otherwise) for DISTRICT data.
4. DISTRICT data (identifiable or anonymized) may not be used to develop programs, software, tools, worksheets, materials, etc. that will be resold to the District, or other districts, businesses, or entities, without the prior written consent of the DISTRICT.
5. In accordance with FERPA, Personally Identifiable Data (identifiable or anonymized) of staff or students may not be released from CONSULTANT or districts, businesses, or entities, or presented without permission of the DISTRICT.

6. Data, works, or derivatives may not be presented outside of CONSULTANT without permission from the DISTRICT.

#### **Access to Data**

1. DISTRICT and CONSULTANT acknowledge and agree that CONSULTANT shall permit access only by its employees and service providing contractors (if applicable), in each case, who are authorized and certified.
2. DISTRICT may request CONSULTANT to provide DISTRICT with a list of employees and contractors (if applicable) who will have access to data within 24 hours from when initial access begins.
3. CONSULTANT employees and service providing contractors (if applicable) who are authorized to have access to the Data have, or will have, prior to gaining access to the Data, have certified their understanding that they or CONSULTANT may be held individually liable for any and all criminal and civil penalties imposed for breach of confidentiality.

#### **Data Storage**

1. All DISTRICT data will be stored in a physically, virtually, and intellectually secured and locked area, and CONSULTANT will take every measure to prevent unauthorized access to the data.
2. DISTRICT data will not be stored on any removeable storage device; e.g. thumb drive, flash drive, or external removable drive.
3. DISTRICT data will not be stored in/on a cloud, or internet-based, storage service without written request and approval by DISTRICT.
4. DISTRICT data will not be stored in/on any storage service that mines, aggregates, archives, etc. data without written request and approval by DISTRICT.

CONSULTANT hereby notifies DISTRICT that data will be stored: **Microsoft Azure**.

#### **Insurance**

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees. CONSULTANT shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Commercial General Liability Insurance with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 and Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONSULTANT in this agreement and shall include, but not be limited to, claims involving

infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Mukilteo School District is to be added as an additional insured to the policy.

CONSULTANT will provide DISTRICT with proof of commercial general liability coverage and cyber liability coverage with a hard copy of the additional insured endorsement from CONSULTANT's insurer within seven (7) business days of signing contracts/data sharing agreements, and before DISTRICT data is released.

### **Indemnification**

CONSULTANT shall defend, indemnify and hold harmless the DISTRICT, its officers, directors, employees, agents and assigns (the "Indemnitees") from and against any and all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance carrier, arising out of or resulting from any third-party claim against the Indemnitees arising out of or resulting from CONSULTANT'S failure to comply with any of its obligations under this agreement. CONSULTANT'S duty to defend and indemnify the DISTRICT includes any and all claims and causes of action whether based in tort, contract, statute, or equity. CONSULTANT agrees that it shall be obligated to accept any tender of defense by the DISTRICT pursuant to this agreement and provide a full defense to the DISTRICT so long as any potential exists for CONSULTANT to have an obligation to indemnify the DISTRICT for any part of any potential judgment against the DISTRICT.

CONSULTANT'S defense and indemnity obligations herein are intended to provide for the broadest indemnity rights available under Washington law and shall survive the termination of this agreement. To the extent CONSULTANT'S defense and indemnity obligations as set forth in this agreement conflict with the terms of the Service Agreement, the defense and indemnity provisions set forth herein shall control.



All written requested will be addressed to:

Brooke Trisler, Chief Technology Officer  
Mukilteo School District  
9401 Sharon Drive, Everett, WA, 98204

**FOR CONNECT CASINO ROAD:**



Mary Cline-Stively, Chief Executive Officer, Child Strive

4-30-2021

(Date)

**FOR MUKILTEO SCHOOL DISTRICT:**



Brooke Trisler, Chief Technology Officer

5/14/21

(Date)