

RESOLUTION NO. 15-50
EDMONDS SCHOOL DISTRICT NO. 15
SNOHOMISH COUNTY, WASHINGTON

AUTHORIZE INTERLOCAL COOPERATION AGREEMENT BETWEEN
EDMONDS SCHOOL DISTRICT NO. 15 AND EDMONDS COMMUNITY COLLEGE
CONCERNING DATA-SHARING
FOR TRANSITION, PERSISTENCE AND STUDENT SUCCESS PURPOSES

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides for Interlocal cooperation between governmental agencies;

WHEREAS, Edmonds School District No. 15 and Edmonds Community College will share student data to develop, implement and assess interventions to improve instruction, advising, and student services;

WHEREAS, Edmonds School District No. 15 and Edmonds Community College agree to share student data in order to track performance and improve success from secondary school through college completion;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Edmonds School District No. 15, Snohomish County, as follows:

1. That an interlocal cooperation agreement be formed between the Edmonds School District No. 15 and Edmonds Community College concerning student data sharing for student success purposes.
2. That the Superintendent or designee of Edmonds School District #15, Snohomish County, Washington, is hereby designated as representative to the interlocal cooperation agreement, and the Superintendent or designee is further authorized to execute and implement the requisite agreement or agreements to accomplish this purpose.

ADOPTED by the Board of Directors of Edmonds School District No. 15, Snohomish County, Washington, at a regular meeting thereof this 29th day of September, 2015.

**EDMONDS SCHOOL DISTRICT NO. 15
BOARD OF DIRECTORS**

Diana White, President

KorvDeMun, Vice President

ATTEST:

April Nowak, Legislative Representative

Ann McMurray, Director

Nick Brossoit, Ed.D.
Secretary of the Board

Gary Noble, Director

INTERLOCAL AGREEMENT
between
EDMONDS SCHOOL DISTRICT and EDMONDS COMMUNITY COLLEGE
CONCERNING DATA-SHARING
for **TRANSITION, PERSISTENCE, and STUDENT SUCCESS PURPOSES**

This Agreement is entered into by and between Edmonds School District (the District) and Edmonds Community College (the College).

PURPOSE

This Agreement is designed to improve transitions and success for District students attending the College. The District and College will use this data to develop, implement, and assess interventions to improve instruction, advising, and student services. To this end, the District and College agree to share student data in order to track performance and improve success from secondary school through college completion. The District and the College will ensure the confidentiality of student records and information in accordance with the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g, its accompanying regulations, and state law.

THEREFORE, the District and College agree to the following terms:

1. Data

The District and the College will share the data identified below at least annually in order to understand District students' preparation, persistence, and completion at the College. The data shall be used only for conducting studies for the purpose of improving instruction, advising, and student services. Any data received pursuant to this Agreement shall be destroyed when it is no longer needed for the studies and no later than five years from the date the data is first received. Access to shared data is for the exclusive purpose of ensuring and improving college readiness and completion as authorized by 34 CFR 99.31(a)(6).

Reports generated from the shared data will not contain personally identifiable information and student-level data will be de-identified. A mutually available re-identification code will be included and sent by the District and the College in each data transmission. The re-identification code can be included in reports, if needed for the research purposes allowed under this Agreement.

Reports generated will be shared only with the District and the College. Express written permission to share the data or reports generated from the shared data to any other audience will be required from both the District and the College.

The District will provide the College with the following student-level data:

- Student's grade level in the academic school year,
- Unique school identifier(s) of the school(s) attended by the student in the relevant school year,
- Data required for alternative placement methods, such as overall high school GPA, transcript information, and standardized test scores.
- Graduation, including graduation cohort (i.e. the graduating class for which OSPI calculates on-time and extended graduation rates) and high school graduation date (actual and/or expected), state assessment results, and course enrollment and final grades received by course.

The College will provide the District with the following student-level data:

- Student's name,
- Student's date of birth,
- Course enrollment and final grades received by course, and
- Graduation, including graduation cohort and graduation date.

The District and the College will provide each other with course descriptions and corresponding course codes so that each can ensure consistency in their analyses.

2. Confidentiality

The District and the College will maintain the confidentiality of any and all student data exchanged by each as a part of this Agreement. The confidentiality requirements under this paragraph shall survive the termination or expiration of this Agreement or any subsequent Agreement intended to supersede this Agreement. To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this Agreement, the College and the District shall establish a system of safeguards that will at minimum include the following:

- a. Transmission of data by encrypted emails, with the key code sent under separate email, or by other mutually agreeable transfer method that ensures the safety and confidentiality of the data. For purposes of this Agreement, the District designates Candace Gratama, Director of Assessment, Research and Evaluation the temporary custodian of the data the College shares with the District, and the College designates James Mulik, Director of Evaluation and Assessment, the temporary custodian of the data the District shares with the College. An alternative designee may be specified in writing by either party with appropriate notice to the other party. The temporary custodians will be responsible for transmitting all data and maintaining a log of all data requested and received pursuant to the Agreement, including confirmation of the return or destruction of the data.
- b. Procedures and systems that ensure all student records are kept in secured facilities and access to such records is limited to employees actively engaged in the research covered by this Agreement.
- c. 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.
- d. Procedures and systems that ensure that all confidential student 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.
- e. 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 student data comply with all provisions of FERPA, its regulations, and Washington law relating to the privacy rights of students insofar as such laws are applicable to the parties to this Agreement.

3. Data Ownership

The District and the College understands that this Agreement does not convey ownership of any shared data.

4. Right to Audit

The District and the College maintains the right to conduct audits to affirm that systems and safeguards are in place and being followed to protect confidential student data.

5. Data Breach – Timing of Notification

In the event of a data breach, disclosure to the District and the College shall be made in the most expedient fashion possible and without unreasonable delay, consistent with the legitimate needs of law enforcement or any reasonable measures necessary to determine the scope of the breach and restore reasonable integrity of the data system.

6. Mutual Responsibility

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

7. Entire Agreement

This document states the entire Agreement between the parties with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or Agreements.

8. Execution

Each of the persons signing this Agreement on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

9. Assignment

None of the signatories to this Agreement may assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other signatories to this Agreement.

10. Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement such provision shall be fully severable. This Agreement shall remain in full force and effect unaffected by such severance, provided that the severed provisions(s) are not material to the overall purpose and operation of this Agreement.

11. Waiver

Waiver by any signatory to this Agreement of any breach of any provision of this Agreement or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this Agreement shall not operate as a waiver of such right. All rights and remedies provided for in this Agreement are cumulative.

12. Modification and Amendments

This Agreement may be amended or modified at any time by mutual Agreement of the authorized representatives of the signatories to this Agreement. The parties further agree to amend this

appropriate regulatory authority if the amendment does not materially affect the provisions of this Agreement. However, if new laws, policies, or regulations applicable to a Party or Parties are implemented which materially affect the intent of the provision of this Agreement, the authorized representatives of the signatories to this Agreement shall meet within a reasonable period of time, i.e. 20 business days from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

13. Term of the Agreement

This Agreement shall be in effect for any institution for the period commencing from the effective date established pursuant to Section 12 until June 30, 2020. Either party to this Agreement may terminate its participation by delivering 30-day written notice via certified mail or personal delivery. Such notice shall be sent to the persons named as Contract Managers for the parties in this Agreement.

14. Cooperation/Communication

The parties acknowledge that regular ongoing communication is vital to the success of the collaborative nature of this Agreement. Each party hereby designates the following persons to serve the following roles:

Edmonds Community College		Edmonds School District	
Contract Manager			
Name:	James Mulik	Name:	Candace Gratama
Title:	Director of Evaluation and Assessment	Title:	Director of Assessment, Research, and Evaluation
Institution:	Edmonds Community College	Institution:	Edmonds School District
Address:	20000 68 th Ave W	Address:	20420 68 th Ave W
City, St., Zip:	Lynnwood, WA 98036	City, St., Zip:	Lynnwood, WA 98036

15. Effective Date

The District and the College hereby agree to enter into this Data Sharing Agreement, effective as of the date of execution below, and be bound by all its terms and conditions. Said Agreement shall be executed by an authorized officer of each institution.

For Edmonds School District:

Print Name: Dr. Nick Brossoit _____ (Signature)
 Title: Superintendent
 _____ 10/16/15 _____ (Date)
 Phone: (425) 431-7003
 Email: BrossoitN@edmonds.wednet.edu

For Edmonds Community College:

Print Name: Dr. Jean Hernandez _____ (Signature)
 Title: President
 _____ 10/12/15 _____ (Date)
 Phone: (425) 640-1515
 Email: jean.hernandez@edcc.edu

New Business 3.

Board Agenda

Meeting Date: 09/28/2015
 Submitted For: Patrick Murphy
 Submitted By: Sherri Dooley, Asst. Superintendent Patrick Murphy

Information

Subject

Resolution No. 15-50, Interlocal Cooperation Agreement Between Edmonds School District No. 15 and Edmonds Community College Concerning Data-Sharing for Transition, Persistence and Student Success Purposes.

Recommendation

It is recommended that the Board approve Resolution No. 15-50 authorizing Edmonds School District to enter into an Interlocal Cooperation Agreement with Edmonds Community College for the purpose of data-sharing for transition, persistence and student success.

Background

Edmonds School District and Edmonds Community College will share student data to develop, implement and assess interventions to improve instruction, advising and student services. This data-sharing agreement will assist in tracking student performance and improve success from secondary school through college completion.

Fiscal Impact

Attachments

Resolution Docs 15-50

ILA Between Edmonds School District and Edmonds Community College Concerning Data-Sharing for Transition, Persistence and Student Success Purposes

Form Review

Inbox	Reviewed By	Date
Bus Serv - Tech Review - Manny Juzon	Manuel Juzon	09/17/2015 02:34 PM
Business & Operations Exec Dir	Stewart Mhyre	09/23/2015 08:32 AM
Superintendent's Office	Christine Hansen	09/23/2015 10:59 AM
Form Started By: Sherri Dooley		Started On: 09/17/2015 09:29 AM
Final Approval Date: 09/23/2015		