

CC Mike
Jewen
Joanne
Bauer

**INTERAGENCY INFORMATION SHARING AGREEMENT
BETWEEN
STATE OF WASHINGTON
OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION
AND
South Whidbey School District #206**

This Agreement is made and entered into by and between the Washington State Office of Superintendent of Public Instruction (hereinafter called "OSPI") and the South Whidbey School District (hereinafter called "District"), pursuant to authority granted in Chapter 39.34 of the Revised Code of Washington, relevant federal statutes, and related regulations.

PURPOSE

In the 2007 legislative session, SB5843 was passed and signed by the Governor. SB5843 addresses educational data and data systems. In Section 4, the legislation includes a requirement that school districts submit to OSPI the teacher identifier (certification number) for each teacher assigned to teach a class or course and the state student identifier number (SSID) for each student enrolled in a class or course beginning with the September data that is collected in October 2008.

To comply with RCW 28A.320.175, school districts must begin submitting new data elements with the 2008 September data that is collected in October 2008 to comply with the Comprehensive Education Data and Research System (CEDARS) data requirements.

CEDARS is a parallel effort underway at OSPI; it is expected to move to production for the 2009/2010 school year. This data collection and data warehouse system will replace the current Core Student Records System (CSRS) in collecting student level data, but will also collect educator and course data to support RCW 28A.320.175. There are currently seven pilot districts participating in CEDARS, aided by their student information system (SIS) vendors.

Because these two new data collection efforts (RCW 28A.320.175 and CEDARS) are only a year apart, there is a desire by several school districts to avoid creating new collection systems twice. Their preference is to collect the RCW 28A.320.175 data elements, due in 2008, in the new CEDARS format. The CEDARS format requires the collection of more data elements than the RCW 28A.320.175 submission to comply with the data validation routines in place for CEDARS.

STATEMENT OF WORK

District shall collect the new data elements required by RCW 28A.320.175 and the additional CEDARS data elements required by OSPI. OSPI agrees to accept the 28A.320.175 data in the CEDARS format, process it, and delete the data that is not required by CSRS or RCW 28A.320.175 rule.

ASSURANCES

The parties hereto agree that all activity pursuant to this Agreement will be in accordance with this Agreement and all applicable current or future federal, state and local laws, rules and regulations.

DESCRIPTION OF DATA

- District shall submit the following data elements as required for RCW 28A.320.175 (E2SSB 5843):
 - School Code
 - Teacher's Certification #
 - Teacher's First Name
 - Teacher's Last Name
 - District Course Id
 - Course Title

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Section Id
State Student ID (SSID)

The following additional fields are optional, but strongly encouraged:

Teacher Middle Name
Content Area Code
Course Designation Code
State Course Code
AP/IB Code
CIP Code
District Student ID

This exchange of data will happen on a schedule detailed in the RCW 320.28A.175 Data Manuals.

METHOD OF TRANSFER

The RCW 28A.320.175 data shall be submitted in the CEDARS format once each term based upon school District's set term (semesters or trimesters) for the 2008-2009 school year. For RCW 28A.320.175 requirements, District shall submit their entire CEDARS file. For the 2008-2009 School Year, OSPI will delete elements not required by RCW 28A.320.175

District shall:

1. Send OSPI the RCW 28A.360.175 data in the format specified in either the CEDARS data manual or the RCW 28A.320.175 data manual, file via the OSPI secure file transfer server using the credentials specified by OSPI.

OSPI shall:

1. Retrieve each of the school district files from the OSPI secure file transfer server using the credentials specified
2. Load the data into the CEDARS staging database and validate the data elements. Error reports will be generated.

District shall:

1. Correct any errors and resubmit data as required by the error reports.

OSPI shall:

1. Load the RCW 28A.320.175 data elements into the RCW 28A.320.175 database
2. Delete any data elements that are not required in the RCW 28A.320.175 data collection effort.

DATA DISPOSITION

Data provided by the district will include the legislatively required data elements to comply with 320.28A.175, data elements that are required for data validation routines, and other data to populate the CEDARS tables.

Data provided by District will be promptly destroyed by OSPI when the work for which the data was required, as fully described herein, is completed.

OSPI will import the CEDARS data, run all validation routines and when fully admitted into the production database will purge all non 320.28A.175 data.

PERIOD OF PERFORMANCE

Regardless of the date of execution, this Agreement shall commence on September 1, 2008 and shall continue to October 2009.

TERMINATION OF ACCESS

Either party may at its discretion disqualify at any time any person authorized access to confidential information by or pursuant to this Agreement. Notice of disqualification shall be in writing and shall terminate a disqualified person's access to any information provided by either party pursuant to this Agreement immediately upon delivery of the notice to the either District or OSPI. Disqualification of one or more persons by either party does not affect other persons authorized by or pursuant to this Agreement.

NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any program provided by this Agreement because of race, color, creed, marital status, religion, sex, national origin, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or physical disability, or political affiliation or belief, provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the individual from performing the essential functions of her or her employment position, even with reasonable accommodation. The parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act and applicable state law. In the event that one of the parties hereto refuses to comply with the above provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other party.

RECORDS MAINTENANCE

Both parties hereto shall retain all records, books or documents related to this Agreement for Sharing Confidential Data for six years. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access to and the right to examine any of these materials during this period.

RESPONSIBILITY FOR ACTS AND OMISSIONS

Each party to this Agreement shall be responsible for any and all acts and omissions of its own staff, employees, officers, and agents acting within the score of their responsibilities.

DISPUTES

If a dispute should arise regarding the terms and conditions of this Agreement or the duties imposed herein, the dispute shall be resolved as follows: each party shall separately appoint a representative to a dispute panel; the two appointed representatives shall mutually agree on a third person to chair the dispute panel; and the dispute panel shall thereafter decide the disputes with the majority prevailing.

AGREEMENT MANAGEMENT

The work described herein shall be performed under the coordination of the following Agreement Managers or their successors, who will provide the assistance and guidance necessary for the performance of this Agreement:

FOR OSPI:

NAME: Tim Anderson
UNIT: Application Development
AGENCY: Office of Superintendent of Public Instruction
LOCATION: Old Capitol Building
ADDRESS: PO Box 47200 Olympia, WA 98504-7200
TELEPHONE: (360) 725-6432
FAX: (360) 586-7251

Information Sharing Agreement between OSPI and <<insert district>>

E-Mail: tim.anderson@k12.wa.us

FOR District

NAME: Dr. Fred McCarthy, Superintendent
UNIT: District Service Center

School District: South Whidbey School District #206
LOCATION: 721 Camano Avenue
ADDRESS: PO Box 346
Langley, WA 98260

TELEPHONE: (360) 221-6100
FAX: (360) 221-3835
E-Mail: fmccarthy@sw.wednet.edu

WAIVER

Any waiver by any party hereto with regard to any of its rights hereunder shall be in writing and shall not constitute a waiver to any future rights which such party might have hereunder.

SEVERABILITY

If any provision of this Agreement or any provision of any document by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement at any time and with or without cause by delivering written notice of such termination to the other party. In case of termination, any and all information provided by the parties pursuant to this Agreement shall either be immediately returned to the providing party or immediately destroyed.

TERMINATION FOR CAUSE

Either party may terminate this Agreement at any time prior to the date of completion if and when it is determined that the other party has failed to comply with the conditions of this Agreement. District or OSPI shall promptly notify the other party in writing of the termination and the reasons for termination, together with the effective date of termination. In case of termination, the confidential data provided by the parties shall be returned to the providing party or destroyed on or before the date of termination.

JURISDICTION

This Agreement shall be construed and interpreted in accordance with federal and state law. The venue of any action brought hereunder shall be the Washington State Superior Court for Thurston County unless the parties agree in writing that the action shall be before a Washington State Office of Administrative Hearings Administrative Law Judge or a Federal Administrative Law Judge.

CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be waived, changed, modified, or amended only by written agreement executed by both of the parties hereto.

ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- (a) Applicable Federal and State laws;
- (b) Any other provisions of the Agreement whether by reference or otherwise.

ALL WRITINGS CONTAINED HEREIN


This Agreement sets forth in full the entire agreement of the parties; and any other agreement, representation, or understanding, verbal or otherwise, is hereby deemed null and void and of no force and effect whatsoever.

By signing this Agreement, the both parties certify that its policies and procedures comply with the confidentiality requirements of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Interagency Agreement,

STATE OF WASHINGTON
OFFICE OF THE SUPERINTENDENT
OF PUBLIC INSTRUCTION

District



Peter Tamayo, Chief Information Officer



Signature

Fred McCarthy, superintendent

Name and Title

Date 9-26-08

Date 9/10/08

THIS INTERAGENCY AGREEMENT HAS BEEN APPROVED AS TO
FORM ONLY BY THE OFFICE OF THE ATTORNEY GENERAL.

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