

RESOLUTION #15-38
EDMONDS SCHOOL DISTRICT #15
SNOHOMISH COUNTY, WASHINGTON

AUTHORIZE INTERLOCAL AGREEMENT
BETWEEN EDMONDS SCHOOL DISTRICT #15 AND
SCHOOL DATA SOLUTIONS
TO SHARE STATE AND/OR DISTRICT RECORDS WITH SDS DISTRICTS

WHEREAS, each of the Member Districts is a duly constituted school district organized and existing under and by virtue of the laws of the State of Washington;

WHEREAS, each of the Member Districts is authorized by RCW 28A.320 or by the Interlocal Cooperation Act, Chapter 39.34 RCW, to enter into cooperative agreements for the benefit of Member Districts;

WHEREAS, the Member Districts seek to share state and/or district assessment records with the SDS Districts for the purpose of building a more complete student history;

WHEREAS, Under this Agreement, the District agrees to allow SDS to copy assessment records for state and local/district assessments for students from the District's database to the SDS Districts' databases and from the SDS Districts' databases to our district's databases;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Edmonds School District #15, Snohomish County, as follows:

1. That a data sharing agreement by and between Edmonds School District #15, School Data Solutions and the Member Districts be formed as an Interlocal Agreement for the purpose of improving student success.
2. That the Superintendent or designee of Edmonds School District #15, Snohomish County Washington, is hereby designated as representative to the interlocal cooperative 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 open public meeting thereof, held July 7, 2015, the following directors being present and voting therefore:

EDMONDS SCHOOL DISTRICT NO. 15
BOARD OF DIRECTORS

Diana White, President

Kory DeMun, Vice President

April Nowak, Legislative Rep

Ann McMurray, Board Member

Gary Noble, Board Member

Nick J. Brossoit, Ed.D
Secretary to the Board of Directors

**INTERLOCAL AGREEMENT
BETWEEN**

Edmonds School District #15

AND

School Data Solutions

AND

All Other Signature Districts

This Agreement is made and entered into between the [School District Name], hereinafter referred to as the "District", School Data Solutions, hereinafter referred to as "SDS" and all other Districts who adopt the Agreement, hereinafter referred to as "the SDS Districts".

PURPOSE

The purpose of this Agreement is to provide an opportunity for the District to share state and/or district assessment records with the SDS Districts for the purpose of building a more complete student history. Under this Agreement, the District agrees to allow SDS to copy assessment records for state and local/district assessments for students from the District's database to the SDS Districts' databases. By signing this Agreement, the District will become part of the SDS Districts.

STATEMENT OF WORK

SDS shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 7, 2015, and be completed on the termination of the District's Homeroom for Educators contract, unless terminated sooner as provided herein.

DISPUTES

In the event that a dispute arises, either party may opt out of this Agreement.

TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the Agreement, including materials incorporated by reference.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

91 47118 91 107 918

37 107 107 107

RESPONSIBILITIES OF PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part of this Agreement.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated 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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

CONTRACT MANAGEMENT

The contract manager for each party shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement. Each party shall notify the other, in writing, when there is a new Contract Manager assigned to this Agreement.

The Contract Manager for the District is:

The Contract Manager for the SDS is:

JoJo Lindenfelser, 703 W. 7th Avenue, Spokane, WA 99204, (509) 688-9536, JoJo@SchoolData.net

NOTIFICATION

A completed and signed copy of this Agreement and all attachments must be submitted to SDS within 10 business days of its execution. If, at any time, this Agreement is cancelled or declared invalid by one or both Districts, the Contract Mangers will provide written notice of such to SDS within 10 business days.

IN WITNESS WHEREOF, the parties have executed this Agreement.

School Data Solutions /

Edmonds School District #15

[Signature and date] 7/13/2015

Signature and date
2/9/15

[Print name]
President
[Title]

Stewart Mhyre
Executive Director

**Attachment A
STATEMENT OF WORK**

A. ASSESSMENTS TO BE INCLUDED IN TRANSFER

COE	HSPE	WAAS - Portfolio
EOC Algebra	MSP	WaKids
EOC Biology	SGP	WELPA
EOC Geometry	WAAS - DAPE	

B. SCHEDULE OF ACTIVITIES

SDS will check nightly for new students enrolled in the District. When a new student is found, SDS will import all scores for the included assessments found in any SDS District data. These scores will be marked as 'out of district' scores.

C. COORDINATE COPYING OF DATA WITH SCHOOL DATA SOLUTIONS

The district will provide SDS with this signed, completed agreement.

Board Agenda

Miscellaneous consent

Meeting Date: 07/07/2015

Submitted For: Nancy Katims

Submitted By: Sandra Troka, Business Services (2L)

Information

Subject

Single Reading, Approve Interlocal Agreement with School Data Solutions to Share Student Data between Districts

Recommendation

It is recommended that the Board approve this Interlocal Agreement with School Data Solutions to Share Student Data between Districts.

Background

The purpose of this Agreement is to provide an opportunity for the District to share state and/or district assessment records with the SDS Districts for the purpose of building a more complete student history. Under this Agreement, the District agrees to allow SDS to copy assessment records for state and local/district assessments for students from the District's database to the SDS Districts' databases and from the SDS Districts' databases to our databases, allowing student data to follow when students transfer to another district. By signing this Agreement, the District will become part of the SDS Districts.

Fiscal Impact

Attachments

Res. No. 15-38

SDS Interlocal Agreement

Form Review

Inbox

Business & Operations Exec Dir
Superintendent's Office

Reviewed By

Stewart Mhyre
Christine Hansen

Date

07/01/2015 12:52 PM
07/01/2015 01:08 PM

Form Started By: Sandra Troka

Started On: 06/30/2015 09:36 AM

Final Approval Date: 07/01/2015

