COOPERATIVE AGREEMENT BETWEEN
[redacted] PUBLIC SCHOOLS AND COMMUNITY COLLEGES OF SPOKANE
Student Transition Information Project (STIP)

1. Parties.

This Agreement is entered into by and between [redacted] Public Schools, legally referenced as [redacted] School District No. [redacted], a Washington municipal corporation ("XPS") and Community Colleges of Spokane, an institute of higher education ("CCS").

2. Purpose.

This Agreement is for the purpose of providing a longitudinal research study in order to track students' academic progress from high school through post-secondary education. The study seeks to identify best practices and opportunities for improvement in instruction, provide data for grant writing and reporting and aid in college outreach efforts. Information contained in the study will identify how high school performance relates to college success, how small cohorts of students fare in college and how many students apply for financial aid. The focus group of this study will be all XPS students in the graduating classes of 2001 through 2010.

3. Term.

This Agreement shall commence upon full execution and continue through June 30, 2011 or until final completion of the study and receipt by XPS of the final technical report and summary from CCS.

1. **XPS Rights and Responsibilities.**

4.1.1 Authority.

Consistent with the federal Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA), XPS may disclose personally identifiable information from students' education records to CCS for the sole purpose of conducting studies to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction, pursuant to 34 CFR § 99.31 (a)(6)(i).

Also consistent with FERPA, XPS may disclose personally identifiable information from an education record of a student without parental consent if the disclosure is to other school officials who XPS has determined to have legitimate educational interests. XPS determines that CCS has such legitimate educational interests due to the need of XPS to accurately and efficiently determine how well XPS prepared K-12 students and how well they did in the community college.

Furthermore, CCS's service and function of performing the study is under the direct control of XPS with respect to the use and maintenance of education records; and is subject to the requirements of Section 4.1.2 below governing the use and redisclosure of personally identifiable information from education records. XPS shall also use reasonable methods to ensure that CCS obtains access to only those education records in which CCS has legitimate educational interests. XPS shall likewise ensure that its policies and practices for controlling access to education records is effective and that it remains in compliance with the legitimate educational interest requirement in FERPA and as set forth above.

4.1.2 Redisclosure of Information By CCS

XPS disclosure of personally identifiable information from an education record to CCS is conditioned on CCS's agreement, to which CCS does hereby agree, that CCS will not disclose the information to any other party without the prior consent of the parent or eligible student. CCS's officers, employees, and agents who receive information pursuant to this Agreement may use the information, but only for the purposes for which the disclosure was made.

1. **Disclosure/Student Data**

1. **Student Cohort:** XPS shall provide CCS with the following data for every student who was ever a part of the XPS classes of 2001 through 2010, whether they graduated or not. All data items will be keyed to a "proxy" student identifier that is different from the official student ID. The link between the official and proxy IDs will be maintained at XPS until the completion of the study. Data to include the following:

4.2.2 **Student Data:** Data will be provided on each student who falls into the cohorts described above, **by semester** from the time of the initial entry into XPS, to include the data items listed below. If some items are not available in the XPS data files, a surrogate will be requested. XPS will provide a data dictionary that includes data definitions and codes used in the provided data.

1. **Demographic Data:** Constant across all years enrolled:

- Unique identifier (proxy ID)
- Student Name (Last, First, Middle)
- Date of birth
- Sex
- Race/ethnicity (as provided by student each school year)
- Country of origin
- Home first language
- Live with (as provided each school year) (whether the student lives with both parents, a single parent, a guardian, etc.)
- Street address or nearest equivalent (face street) as recorded in each school year
- Free/reduced lunch status (for each school year in which enrolled)
- First language
- English language proficiency

2. **Enrollment Data:** for each school semester in which the student was enrolled, all keyed to the unique proxy ID:

- Every change of status throughout the student's tenure in the district, to include:
  - School code
  - Entry date
  - Exit date
  - Exit code
  - Retention/demotion code (if used)
- Special program status, to include:
  - Migrant status
  - ELL
  - Special education
  - AP, International Baccalaureate or other

- Math Achievement
    - Highest math class passed
    - Number of math courses passed
    - WASL or HSPE scores

- English Achievement
    - HSPE, WASL Scores
    - English level – ESL, regular, accelerated
- Advanced Placement
    - Number of AP classes attempted
    - Number of AP tests attempted
    - Scores on AP tests
- Tech Prep alignment
    - Tech Prep classes attempted
    - Tech Prep credits earned
- Grade level each semester
- Days of possible attendance each semester
- Unexcused absences each semester
- Excused absences each semester
- Disciplinary offense code and disciplinary action code (if any) with dates
- All courses taken, by semester, to include:

    - course title
    - course type (e.g., AP, Honors, ELL)
    - credits possible
    - credits received
    - course grade

- GPA for each term and cumulative GPA for year
- Credits earned per term and cumulative credits for year
- Standardized test scores (scaled score and performance level/met standard)
- Graduation Year
- High School Building
- Graduate (Yes/No)
- Dropout

2. **Release, Format and Method of Delivery of Data:**

4.3.1 **<u>Release</u>**. XPS shall release the requested data for the study solely to the named temporary custodian as identified in Paragraph 5.2. XPS will provide the data to CCS on or about June1, 2011.

1. **<u>Format</u>**. XPS shall provide the data in protected DVD format.

3. **Reports.**

XPS reserves the right to review and comment on any and all data and reports developed under this Agreement that rely solely on XPS data prior to said reports being published. CCS will submit a draft report to XPS at least 30 days prior to publication. In the event XPS requests revisions to the report, the parties shall discuss the suggested revisions at least 14 days prior to said report being published. In lieu of or in addition to this discussion, XPS may provide written response to CCS 14 days prior to the date of publication of report. In addition, if CCS names XPS in any reports or publications, XPS

will have the opportunity to review and comment prior to release. CCS is released from responsibility to comply when required by law for public information requests.

4. **No Guarantee of Accuracy.**

Although XPS will make every effort to provide the data as requested, XPS does not guarantee the accuracy of the data provided.

5. **Property of XPS.**

All data and confidential information provided by XPS to CCS will be returned to XPS or destroyed when the work for which the information was required has been completed, and will not be duplicated or redisclosed without the written authority of XPS. All such confidential information will be destroyed or returned to XPS by August 31, 2011.

6. **Monitoring.**

XPS shall monitor CCS's compliance with this Agreement to the extent necessary to assure compliance with requirements under this Agreement. Monitoring may include reviewing reports submitted by CCS, performing site visits to review programmatic records and observe operations..

2. **CCS Rights and Responsibilities:**

1. Authority to Bind:

CCS represents and warrants that it is authorized to bind CCS to the terms of this Agreement, including, but not limited to, the obligations of confidentiality, maintenance, publication, and destruction or return of data, all related or associated institutions, individuals, employees or contractors who may have access to the data or may own, lease, or control equipment or facilities of any kind where the data is stored, maintained or used in any way.

2. Temporary Data Custodian.

For purposes of this Agreement and for ensuring CCS's compliance with the terms of this Agreement and all applicable state and federal laws, CCS designates Mr. Mark Macias as the temporary custodian of the District's data. Mr. Macias shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to the Agreement, including confirmation of the completion of the testing and the return or destruction of data as described below.

3. Requirements for Access.

5.3.1 <u>FERPA – HIPAA</u>. CCS will, in all respects comply with all provisions of FERPA and HIPAA. For the purposes of the Agreement and the specific projects conducted pursuant to the Agreement and described in addenda to it, FERPA and HIPAA include any amendments or other relevant provisions of federal law, as well as all requirements of 34 CFR Part 99 and 20 U.S.C/ 1231g. Nothing in this Agreement may be construed to allow CCS to maintain, use, disclose, or share student record information in a manner not allowed under Federal law or regulation.

5.3.2 <u>Use of Data</u>. The use of data shared under the Agreement is for no purpose other than the Student Transition Information Project study described in this Agreement, and as authorized under 34 CFR & 99.31 (a)(6)(i). Nothing in the Agreement shall be construed to

authorize CCS to have access to additional data from XPS that is not included in the scope of the Agreement or to govern access to the data by entities other than the Parties. CCS further agrees not to share data received under the Agreement that contains personally identifiable information or other information that could lead to the identification of any student, with any other entity without prior written approval from XPS. CCS understands that the Agreement does not convey ownership of data to CCS. CCS will not identify XPS on any published results of the data. CCS will provide a draft copy of any reports to XPS prior to said reports being published. In the event XPS asks for revisions to any and all data and reports, the parties shall meet to discuss the proposed revisions prior to said data and reports being published. CCS agrees and commits that the study will be conducted in a manner that does not permit personal identification of parents or students by individuals other than authorized representatives of CCS that have a legitimate interest in the information for the purpose set forth in this Agreement.

5.3.3 <u>CCS Employee Confidentiality</u>. CCS shall require all employees, contractors, and agents of any kind to comply with this Agreement and all applicable provisions of FERPA, HIPAA and other federal and state laws and local procedures with respect to the data and information shared under the Agreement. CCS agrees to require of and maintain a confidentiality agreement **(in substantially the same form as set forth in Exhibit A)** from each employee, contractor, or agency who will have access to the data pursuant to the Agreement. Nothing in this section authorizes CCS to share data and information provided under the Agreement with any other individual or entity for any purpose other than completing CCS's work as authorized by XPS consistent with this Agreement.

5.3.4 <u>Maintenance of Data</u>. CCS shall maintain all data received pursuant to the agreement separate from all other data files unrelated to the study and not copy, reproduce, or transmit data obtained pursuant to the Agreement except to CCS's own agents acting for or on behalf of XPS and as necessary to fulfill the purpose of the study described herein. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of the Agreement and in the same manner as the original data disclosed by XPS to CCS. The ability to access or maintain data under the Agreement shall not under any circumstances transfer from CCS to any other individual, institution, or entity.

5.3.5 <u>Security of Data</u>. CCS shall exercise due care to protect XPS data from unauthorized physical and electronic access. Due care includes establishing and maintaining security policies, standards, and procedures which detail: access security, identification, and authentication; network and workstation security; premise security; sanctions for unauthorized use or disclosure of XPS Data; and segregation of XPS Data. All risks and liabilities of use and misuse by CCS of information provided pursuant to this Agreement are understood and assumed by CCS.

5.3.6 <u>Nondisclosure</u>. CCS and its authorized employees, contractors and agents working on the study under this Agreement shall not disclose data contained under the Agreement in any manner that could identify any individual student to any entity other than XPS' authorized representative on the study approved by XPS consistent with this Agreement. Persons participating in the approved study on behalf of the Parties shall neither disclose or otherwise release data and reports relating to an individual student, not disclose information relating to a group or category of students without ensuring the confidentiality of individual students in that group. Publications and reports of this data and information related to it, including preliminary project descriptions and draft reports, shall involve only aggregate data and not personally identifiable information or other information that could lead to the identification of any student. No report of aggregate data based on an identifiable group of students less than

ten in number shall be released to anyone other than XPS. CCS shall require that all employees, contractors, and agents working on the project abide by that statistical cell size.

CCS shall not provide any data obtained under this Agreement that contains personally identifiable information or other information that could lead to the identification of any student, to any entity or person ineligible to receive data protected by FERPA, HIPAA, or other state and federal law, or prohibited from receiving data from entity by virtue of a finding under 34 CFR & 99.31 (a)(6)(ii)(b) and 99.35(b)(2). CCS agrees to require all employees, contractors, or agents of any kind working on the project to comply with this provision. No other entity is authorized to continue the study using the data obtained under the Agreement upon the termination of the Agreement and testing described herein.

5.3.7 Data Disposition. The XPS Data provided will remain the property of XPS and will be promptly returned or destroyed by CCS when the work for which the XPS Data was required, as described herein, is completed. Acceptable destruction methods for various types of media include: (on-site shredding, pulping, or incineration; deface readable surface with coarse abrasive, CD shredder, degaussing, wiping and cutting up). CCS upon the destruction of each transfer of XPS data shall complete a Certification of Data Disposition and submit it to the XPS Coordinator of Services listed in 6.2. The Certification of Data Disposition shall be substantially the same form as set forth in Exhibit B.

3. **Rights and Responsibilities of Both Parties:**

1. Compliance with Rules and Laws.

The parties shall comply with all laws, ordinances and regulations of governmental bodies applicable to this Agreement.

6.2 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 be their Coordinator of Services:

XPS	**CCS**
[redacted] Executive Director, Technology Services [redacted] Public Schools [redacted] [redacted] Principal, Director of Interventions [redacted] [redacted] Public Schools [redacted]	Travis Merrigan District Director of Outreach District Administration Equity Committee Community Colleges of Spokane PO Box 6000, MS 1009 Spokane, WA 99217-6000 509-434-5004 tmerrigan@ccs.spokane.edu Mark Macias Managing Director, Institutional Research Community Colleges of Spokane POB 6000, MS 1003 Spokane, WA 99217 509-434-5240 mmacias@ccs.spokane.edu

1. Liability.

Each party to this Agreement shall be responsible for the negligent acts or omissions of its own employees, officers or agents in the performance of this Agreement. Neither party shall be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of the other party or of any person, firm, entity, organization or corporation not a party to this Agreement.

6.4 No Dual Employment.

Nothing contained in this Agreement, or related documents shall be construed as creating any form of an employment relationship between the parties. The officers, agents, employees or volunteers of CCS shall not, for any purpose, be considered agents or employees of XPS, whether by virtue of this Agreement or otherwise, nor shall they be entitled to any rights or privileges of employment with XPS. CCS assumes exclusive responsibility for any and all actions, omissions, rights and obligations of their own respective officers, agents, employees or volunteers, hereunder. XPS employees do not, by this Agreement, become agents or employees of CCS. Accordingly, XPS employees shall not be entitled to any rights and privileges established for employees of CCS such as vacation, sick leave with pay, paid days off, life, accident and health insurance or severance pay upon termination of this Agreement.

1. **Nondiscrimination/Anti-Harassment.**

In the performance of this Agreement, the parties assure compliance with state and federal guidelines and regulations regarding nondiscrimination and harassment involving any employee/student on the basis of race, color, gender, religion, national origin, creed, marital status, age, sexual orientation, pregnancy, or the presence of any sensory, mental, or physical disability in any benefits under the Agreement.

6.6 Insurance. During the term of this Agreement, each party shall maintain in force at its own expense, the following insurance:

General Liability Insurance on an occurrence basis, with a limit of not less than $1,000,000 each occurrence and $2,000,000 aggregate for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability;

There shall be no cancellation, material change, or reduction of limits or intent not to –renew insurance coverage(s) without thirty (30) days written notice from one party or its insurer(s) to the other party. Each party shall furnish acceptable insurance certificates to the other. Such certificates shall include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level**.**

7. Assignment/Binding Effect.

Performance of any or all aspects of this Agreement may not be assigned without written authorization by the other party. Likewise, neither party may assign their respective rights to any claims or actions arising out of or relating to this Agreement without written authorization by the other party.

1. **Integration/Modification.**

This Agreement constitutes the entire and exclusive agreement between the parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual agreement occurs between the parties. No such modification shall be valid unless the written modification is first provided via certified mail or personal delivery to each of the parties listed in Paragraph 9 below. Actual receipt by either party constitutes compliance with the requirement to send by certified mail or personal delivery.

9. Termination/Written Notice.

Either party may cause this Agreement to terminate immediately, without cause, with 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.

[redacted]
Associate Superintendent
School Support Services
[redacted]

Mark Macias
Director, Institutional Research
Community Colleges of Spokane
POB 6000, MS 1003
Spokane, WA 99217

10. Waiver of Breach/Default.

No waiver of any breach of any term of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.

11. Severability.

If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable.

12. Mediation.

In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the Parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

13. Governing Law/Venue.

The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington.

14. Authority to Sign and Obligate.

The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.

15. Effective Date of Agreement.

This Agreement shall not become effective unless and until it is properly executed by the parties.

DATED this _____ day of _____, 2011.

[redacted] PUBLIC SCHOOLS:

_____ _____

[redacted] Date

Associate Superintendent, School Support Services

COMMUNITY COLLEGES OF SPOKANE:

_____ _____

Travis Merrigan Date

District Director of Outreach

District Administration Equity Committee

_____ _____

Mark Macias Date

Managing Director of Institutional Research

3/21/11

EXHIBIT A

NOTICE OF UNDERSTANDING AND PROMISE RESPECTING THE NONDISCLOSURE OF CONFIDENTIAL INFORMATION

I understand that I will be working directly or indirectly with confidential information and that the term "confidential information" means any and all information provided by XPS to CCS, its staff, employees, officers, agents, and independent contractors which is exempt from mandatory disclosure pursuant to the state public disclosure laws at chapter 42.56 RCW and other state and federal privacy laws, including, but not limited to:

1. Any assessment-related information, the disclosure of which could impair or compromise the validity or reliability of the assessment, including, but not limited to (a) student assessment and test items, questions, problems and exercises, (b) student assessment and test scoring keys and other data used to administer a student assessment, and (c) any other assessment-related information, the disclosure of which could impair or compromise the validity or reliability of a student assessment.

2. Any personally identifiable student-related information, including, but not limited to (a) student names, (b) the name of a student's parent or other family members, (c) student addresses, (d) the address of a student's family, (e) personal identifiers such as a student's social security number or student number, (f) personal characteristics that would make a student's identity easily traceable, (g) any combination of information that would make a student's identity easily traceable, (h) test results for schools and districts which test fewer than ten students in a grade level, and (i) any other personally identifiable student related information, or portrayal of student related information in a personally identifiable manner.

I further understand that I am prohibited from directly or indirectly making any unauthorized disclosure of any such confidential information to any other person or entity, and I swear or affirm and promise that I will not do so. Finally, I understand that if I participate in any unauthorized disclosure of confidential information I may be subject to applicable disciplinary, civil, and criminal proceedings and/or penalties.

Signature _____ Date _____

Printed Name and Title _____

_____, as_____ for CCS hereby assures XPS that: (1) the above named person has been informed of the obligations and limitations respecting the nondisclosure of confidential information established by the Cooperative Agreement between XPS and CCS, (2) no confidential information as defined above will be disclosed to any person or entity not expressly authorized by CCS or XPS to receive such information, (3) CCS shall adequately safeguard all such confidential information from disclosure to or access by unauthorized persons, and (4) all confidential information provided by or through XPS will be retrieved and returned to XPS, or destroyed at the expiration of the Agreement, or immediately upon termination of the agreement by either party.

Signature _____ Date _____

Printed Name and title _____

(A copy of this signed document must be returned to XPS for each CCS participant having access to XPS confidential information.)

Exhibit B

Certification of Data Disposition

Date of Disposition

___ All copies of any data sets related to the Cooperative Agreement 10414 between XPS and CCS have been wiped from data storage systems.

___ All materials and non-wiped computer media containing any data sets related to the Cooperative Agreement have been destroyed.

___ All copies of any data sets related to the Cooperative Agreement between XPS and the CCS that have not been disposed of in a manner described above, have been returned to the XPS contact listed in 6.2 of this Cooperative Agreement.

The data recipient hereby certifies, by signature below, that the data disposition requirements as provided in the Cooperative Agreement, Paragraph 5.3.7, Data Disposition, have been fulfilled as indicated above.

Signature of CCS : _____ _____Date: _____

_____

(Printed Name and Title)

Return original to XPS - [redacted], Executive Director, Technology Services, [redacted]. Retain a copy for your records.