



TO: Board of Directors

FROM: Ryan Ovenell, Deputy Superintendent

SUBJECT: Attendance and Reengagement Services and Data Sharing Agreement

DATE: November 15, 2022

TYPE: Action Required

The Stanwood Camano School District is partnering with NW ESD 189 to implement an Attendance and Reengagement Program. This program provides support from a NW ESD staff member for one day a week to provide case management and program build-out. Data sharing is required for this program.

**Recommendation: We recommend that the board move to approve the attached MOU and data sharing agreement with Northwest Educational Service District 189.**

## Memorandum of Understanding between Northwest Educational Service District #189 (NWESD) and Stanwood-Camano School District for Attendance & Reengagement Services

**Name and Purpose:** It is the purpose of this agreement to establish a relationship between NWESD and the Stanwood-Camano School District to implement an Attendance and Reengagement program within the Stanwood-Camano School District with funding provided by ESSER funds.

**Duration:** This agreement shall be for one full school year beginning September 1, 2022, and renewed for successive, equivalent periods of time by mutual agreement of the NWESD and the District.

**Duties of the District:**

1. Provide:
  - a. A confidential setting for day-to-day work and private group meetings,
  - b. A telephone, scanner, and access to a fax machine,
  - c. A computer with internet and printer access, and
  - d. Access to relevant electronic student information to perform the program's duties.
  - e. Access to CEDARS and Skyward to perform the program's duties
2. Support and ensure opportunities exist for:
  - a. Networking with school staff and community members regarding improving student attendance and reengagement.
  - b. Support and select tasks for goals surrounding attendance and reengagement, excluding home visits to students.
3. Identify a school representative who will meet regularly with the Reengagement Specialists and serve as the Point of Contact between the District and NWESD for these services.

The District Administrative Point of Contact for the Attendance and Reengagement Initiative will be:	
Ryan ovene11	Deputy Superintendent
_____ Name	_____ Position
360.629.1200	rovene11@stanwood.wednet.edu
_____ Telephone	_____ Email

**Duties of the NWESD:**

1. Partner with the District to assure program standards and benchmarks are met.
2. Employ a Reengagement Specialist to serve the district during the 2022-23 school year.
3. Assist the Reengagement Specialist in:
  - a. Collecting, entering, and reporting data in a student data collection system
  - b. Participating in training provided by NWESD 189.

DocuSigned by:  
*Deborah Rumbaugh* 10/17/2022  
54F489736907480...  
Stanwood-Camano District Superintendent Date  
Print name: Deborah Rumbaugh

DocuSigned by:  
*Larry Francois* 10/17/2022  
8153E0E45A3B494...  
NWESD 189 Superintendent Date  
Print name: Larry Francois

DocuSigned by:  
*Christine Del Pozo* 10/17/2022  
D75D3470933248A...  
Stanwood-Camano School District Principal Date  
Print name: Christine Del Pozo

DocuSigned by:  
*Jodie DesBiens* 10/14/2022  
638AC15469D04C6...  
BHPS Director Date  
Print name: Jodie DesBiens



# Northwest Educational Service District 189

*Together We Can*

*Board of Directors:*  
Charles Crabtree  
Cory Duskin  
Dr. Alan Erickson  
Oscar Escalante  
Merle Kirkley  
Ann McMurray  
Sue Phillips  
Dr. Jack Thompson  
Mark Venn

1601 R. Avenue, Anacortes, WA 98221  
(360 299-4000 | Fax (360) 299-4070  
www.nwesd.org

Larry Francois, *Superintendent*

## DATA SHARING AGREEMENT

# 1

BETWEEN

**Northwest Educational Service District 189**

AND

**Stanwood-Camano School District**

This Data Sharing Agreement ("Agreement") is entered into by NORTHWEST EDUCATIONAL SERVICE DISTRICT 189 and STANWOOD-CAMANO SCHOOL DISTRICT. In this agreement, NORTHWEST EDUCATIONAL SERVICE DISTRICT 189 will be referred to as NWESD 189.

### I. PURPOSE OF AGREEMENT

*The purpose of this agreement is to allow NWESD Staff & School District staff the ability to coordinate outreach and support to students and families who are experiencing attendance barriers, as defined by School District staff. The sharing of student data is necessary to connect directly with families, providing appropriate bridges to reengage students with programs tailored to address specific needs. NWESD 189 is participating in OSPI's Attendance & Reengagement Project, which is designed to aid regional districts as they respond to low attendance within their school district. NWESD 189 staff members will work with each district individually to determine which students should be contacted, the explicit purpose for that contact, and the defined outcome desired. All data used or collected will be directly and immediately given to the district contact(s), who will archive information based on their policies and legal obligations.*

### II. DURATION OF AGREEMENT

*This agreement will commence upon signature of both parties and end on August 30, 2023.*

### III. DESCRIPTION OF DATA

- *Student Name*
- *Student Contact Information*
- *Student Attendance Records*

#### IV. DATA ACCESS

*NWESD personnel will receive data as determined by the School District. All data will be shared through a secure method. (This cannot be any format that would permit any unauthorized access to the contents, such as email).*

*Districts will provide a list of students with attendance concerns to NWESD 189 Attendance & Reengagement Specialists. Attendance & Reengagement Specialists will have access to student district info through Skyward and CEDARS.*

*Under no circumstances should personal data be processed in any way that is unsecure or left unattended. It is the responsibility of the sender to ensure that the method is secure and that they have the correct contact details for the receiver.*

#### V. CONFIDENTIALITY INFORMATION

All student and staff data provided by Stanwood-Camano School District to NWESD 189 is confidential information.

#### VI. REDISCLASURE OF INFORMATION

NWESD cannot redisclose confidential information shared by Stanwood-Camano School District. If NWESD 189 becomes legally compelled to disclose any confidential information (whether by judicial or administrative order, applicable law, rule, or regulation, or otherwise), it must use all reasonable efforts to provide Stanwood-Camano School District with prior notice before disclosure so that NWESD 189 may seek an appropriate remedy to prevent the disclosure or to ensure compliance with the confidentiality requirements of federal or state law. If a remedy is not obtained prior to the deadline by which any legally compelled disclosure is required, NWESD 189 will disclose only that portion of the confidential information that it is compelled to disclose under law.

#### VII. LIMITATION ON ACCESS AND USE

NWESD 189 agrees to the following limitations on the use of the confidential information provided by Stanwood-Camano School District:

- a. NWESD 189 shall not use the information provided for any purpose not specifically authorized under this agreement without prior approval from Stanwood-Camano School District.
- b. NWESD 189 shall protect the confidentiality of the information as required by the terms of this agreement and the laws cited in this agreement.
- c. Data provided by Stanwood-Camano School District may be retained by NWESD 189 over time to simplify its work or perform any Stanwood-Camano School District requested longitudinal analyses.

- d. Except as provided in subsection c, NWESD 189 shall destroy any and all of the information once access to that information is no longer needed to carry out the required work or upon termination of this agreement.

#### VIII. PHYSICAL SAFEGUARDS

NWESD 189 agrees to the following minimum safeguards for the information provided by Stanwood-Camano School District:

- a. Access to the information provided by Stanwood-Camano School District will be restricted to only those authorized personnel who need it to perform their official duties described in this agreement.
- b. The information will be stored in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
- c. The information will be protected in a manner which reasonably prevents unauthorized persons from retrieving the information by means of computer, remote terminal or other means.
- d. NWESD 189 shall take the necessary precautions to ensure that only authorized personnel are given access to online files if applicable.
- e. NWESD 189 shall inform all personnel with access to the information regarding the confidential nature of the information, as well as the requirements of the LIMITATION ON ACCESS AND USE and PHYSICAL SAFEGUARDS clauses of this agreement.

#### IX. TERMINATION (OF AGREEMENT)

*Grant funds will cease September 30<sup>th</sup>, 2023, at that time all services will be complete.*

#### X. PAYMENT

*There are no costs associated with this agreement. Data will be identified at the sole discretion of the partner School District.*

#### XI. INDEMNIFICATION

Each party shall be responsible for the negligence of its own employees or agents in the performance of this agreement.

#### XII. 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.

**XIII. AMENDMENTS**

This agreement may be waived or amended only by written agreement executed by both parties. The Agreement Managers named in this agreement shall have the power to make such waivers and amendments.

**XIV. JURISDICTION**

This agreement shall be construed and interpreted in accordance with the laws of the state of Washington.

**XV. CONTRACT MANAGEMENT**

The following Contract Manager for each of the parties shall be the contact person for all communications regarding the performance of this Agreement.

<b>Northwest Educational Service District 189</b>	<b>Stanwood-Camano School District</b>
Name: Jodie DesBiens Title: BHPS Director	Name: Ryan Ovenell Title: Deputy Superintendent
Address: 1601 R Ave, Anacortes, WA 98221	Address: 26920 Pioneer Hwy Stanwood, WA 98292
Phone: 360-299-4010	Phone: 360-629-1200
Email: jdesbiens@nwsd.org	Email: rovenell@stanwood.wednet.edu

DS  
RD

**XVI. INCORPORATIONS OF EXHIBITS AND ORDER OR PRECEDENCE**

Each of the attachments listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- Exhibit A – Data Approved for Sharing
- Exhibit B – Statement of Confidentiality and Non-Disclosure
- Exhibit C – Certification of Data Destruction
- Exhibit D – Authorized Users for NWESD 189
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

**XVII. SIGNATURES**

The agreement shall commence on the date of execution of this agreement and shall continue to September 30, 2023, or until terminated sooner by either party as provided herein.

By signing below, both parties agree to the terms set forth in this agreement.

**NORTHWEST EDUCATIONAL SERVICE  
DISTRICT 189**

**STANWOOD-CAMANO SCHOOL  
DISTRICT**

DocuSigned by:  
*Larry Francois*  
B153E0E45A3B494...  
Signature

DocuSigned by:  
*Deborah Rumbaugh*  
54F489736907480...  
Signature

Larry Francois  
Printed Name

Deborah Rumbaugh  
Printed Name

Superintendent  
Title

Superintendent  
Title

10/17/2022  
Date

10/17/2022  
Date

<i>NWESD Internal Approvals:</i>	
Fiscal (content):	<u><i>LM</i></u>
Program Manager:	<u><i>JD</i></u>



**EXHIBIT A**

**DATA APPROVED FOR SHARING**

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NWESD 189 will have access to the following Stanwood-Camano School District systems, as approved within this Agreement.

*List systems or data sets*

- CEDARS
- Student Management Skyward

## EXHIBIT B STATEMENT OF CONFIDENTIALITY AND NON-DISCLOSURE

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I acknowledge that I am an "Authorized User" under this Data-Sharing Agreement, and I understand that I will have access to student-level information provided by Stanwood-Camano School District. I understand that the information may be used solely for the purposes of work outlined in this Agreement.

- I have been informed and understand that all information related to this Agreement is confidential and may not be disclosed to unauthorized persons. I agree not to divulge, transfer, sell, or otherwise make known to unauthorized persons any information contained in this system.
- I also understand that I am not to access or use this information for my own personal information but only to the extent necessary and for the purpose of performing my assigned duties as an authorized representative of NWESD 189 under this Agreement. 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.
- I will comply with applicable state and federal student privacy laws, including without limitation the Family Education Rights Privacy Act, 20 U.S.C. 1232(g); the Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.; the Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.
- I will protect the data in a manner that does not permit personal identification of students.

Signature DocuSigned by:  
*Elizabeth Hanna*  
2E7FA370F0F74E0... Date 10/17/2022

Printed Name Elizabeth Hanna

## EXHIBIT C CERTIFICATION OF DATA DESTRUCTION

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This form must be signed by NWESD 189 and returned to Stanwood-Camano School District within fifteen (15) days of the date of disposal.

Acceptable destruction methods for various types of media include:

1. If student-level information has been contained on optical discs (e.g. CDs, DVDs, Blu-ray), the data recipient shall either destroy by incinerating the disc(s), shredding the discs, or completely deface the readable surface with a coarse abrasive.
2. If student-level information has been stored on magnetic tape(s), the data recipient shall destroy the data by degaussing, incinerating or crosscut shredding.
3. If data has been stored on server or workstation data hard drives or similar media, the data recipient shall destroy the data by using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying disk(s).
4. For paper documents containing student-level information, a contract with a recycling firm to recycle confidential documents is acceptable, provided the contract ensures that the confidentiality of the data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration.

- All copies of any data sets related to Data-Sharing Agreement # \_\_\_\_\_ have been wiped from data storage systems.
- All materials and non-wiped computer media containing any data sets related to Data-Sharing Agreement # \_\_\_\_\_ have been destroyed.
- All copies of any data sets related to Data-Sharing Agreement # \_\_\_\_\_ that have not been disposed of in a manner described above, have been returned to the Stanwood-Camano School District Contract Manager listed in this Agreement.

Date of Disposition \_\_\_\_\_

NWESD 189 hereby certifies, by signature below, that the data disposition requirements outlined above have been fulfilled.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

**EXHIBIT D  
AUTHORIZED USERS FOR NWESD 189**

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The individuals below are authorized to have access to or work directly with data provided in this agreement:

<b>Name</b>	<b>Title</b>	<b>Email</b>
Keegan Lawler	Attendance & Reengagement Specialist	klawler@nwsed.org
Elizabeth Hanna	Attendance & Reengagement Specialist	ehanna@nwsed.org
Heather Huntington	Attendance & Reengagement Specialist	hhuntington@nwsed.org

Old Capitol Building  
PO Box 47200  
Olympia, WA 98504-7200

k12.wa.us



Washington Office of Superintendent of  
**PUBLIC INSTRUCTION**  
Chris Reykdal, Superintendent

October 10, 2022

Re: Request Access for ESD Staff to CEDARS Student Search for Reengagement

Dear Stanwood-Camano School District,

In an effort to continue to locate and reengage students that have disengaged during the pandemic, OSPI is requesting that your district consider granting access to the Comprehensive Education Data and Research System (CEDARS) within the Education Data System (EDS) for the ESD personnel identified below. The role being requested is the CEDARS Search User role, which would give them access to the Search Students tab within CEDARS, providing only the most basic district and school enrollment information statewide.

If you choose to grant them this access, you would assign them the CEDARS Search User role within their EDS account at your school district. This role gives access to the Search Students tab within CEDARS; the role allows them to view enrollment information only. Thank you for continuing to support the safety and continued education of students throughout the state.

Please grant access for the following personnel:

Elizabeth Hanna, NWESD Reengagement & Attendance Specialist

Sincerely,

Krissy Johnson (she/her)  
Assistant Director of Attendance & Engagement  
Student Engagement & Support  
Office of Superintendent of Public Instruction (OSPI)  
[krissy.johnson@k12.wa.us](mailto:krissy.johnson@k12.wa.us)