

Stanwood Camano School District #401

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INSTRUCTIONAL SERVICES

Lloy Schaaf

Assistant Superintendent of Teaching and Learning

Memorandum

To: The Stanwood-Camano School Board of Directors

Fr: Lloy Schaaf, Ed.D 

Re: Approval of the Memorandum of Understanding between SEJE Consulting, Community Foundation of Snohomish County and the Stanwood-Camano School District.

Date: November 5th, 2019

Attached, please find the MOU between Stanwood-Camano School District and SEJE Consulting, Community Foundation of Snohomish County. This agreement is for District, secondary student, and parent data collection to develop a partnership with youth to engage the community to provide positive youth outlets. The term of this agreement is from the date of execution of this MOU through June 15, 2020.

Recommendation: That the Stanwood-Camano Board of Directors approve the Memorandum of Understanding with SEJE Consulting, and Community Foundation of Snohomish County.

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Memorandum of Understanding

This Memorandum of Understanding (MOU) is among the Stanwood-Camano School District (District), SEJE Consulting (SEJE), and the Community Foundation of Snohomish County (CFSC) the terms set forth below.

A. Background

The District is a municipal corporation under the laws of the state of Washington that provides educational and other services to qualifying individuals. SEJE is a limited liability corporation under the laws of the state of Washington that serves non-profit entities that seek organizational development and strategic guidance. CFSC is a non-profit corporation under the laws of the state of Washington that promotes charitable giving and community impact through grant-making. SEJE and CFSC are participating in a project that provides capacity building and community asset mapping services for the Stanwood-Camano Youth Partnership (SCYP), whose mission is to work in partnership with youth to engage the community to provide positive youth outlets.

The goal of collecting data and information to help engage youth who attend school in the District aligns with the District's mission and goals. As a result, the parties desire to enter into this MOU to further their mutual desire to collect information from youth and families to better serve the community.

B. Location

Surveys of youth and families, focus groups, and interviews of community stakeholders (collectively, the Services) will be provided in the following District schools at times mutually agreeable between SEJE and the District.

1. Lincoln Hill High School
2. Stanwood High School
3. Port Susan Middle School
4. Stanwood Middle School

C. Duration

The Services called for herein will be from the date of execution of this MOU through June 15, 2020 or the District's last day of school, whichever is later.

D. Responsibilities of the Parties

- o SEJE will provide all survey, focus group, and interview materials to the District, CFSC, and SCYP, which will review and provide feedback to SEJE on the materials. If the District does not approve of the final materials prepared by SEJE, CFSC, or SCYP, the District will provide the remaining parties notice and will be relieved of any further obligation under this MOU.
- o After approval of the materials by the parties, the District will electronically distribute a web-based survey to both parents and students who attend school in the District.
- o SEJE will collect data in response to the electronic survey. All data collection by SEJE through the survey will be anonymous, and neither SEJE nor any other party will be able to identify the survey participants who provide responses thereto.
- o The District will make space available for SEJE to conduct focus groups involving District students and parents at mutually-agreeable times and locations. SEJE will work with District Student Support Advocates (SSAs) to secure time and space, invite students, and gain appropriate permission and consent for the students to participate in the focus groups.
- o The parties acknowledge that the information collected through this program may be subject to disclosure under state or federal law, including the Washington Public Records Act, Chapter 42.56 RCW.
- o SEJE and CFSC will protect the confidentiality of individual and aggregated student data by not sharing the results of the surveys, focus groups, and the needs assessment with any individual, agency, or organization outside of the parties except as required by law. All reports and summaries will be anonymized. Reports and summaries will be made available to all members of SCYP, CFSC, and the District.
- o SEJE will interview the SSAs to gain insight into issues facing District youth and families in order to better understand the youth landscape.

- o The District will share results from the Healthy Youth Survey with SEJE to be used in the needs assessment.

E. Agency

SEJE and CFSC are responsible for all personnel providing Services. Nothing in this MOU will be construed to create any agency, partnership, or joint enterprise between the parties. SEJE and CFSC do not have the authority to represent the District or incur any liability or obligation on its behalf. SEJE and CFSC will control the method and means of performing the Services and will not be subject to the District's direct supervision, other than its input related to the logistics (e.g., time and location) of how the Services are provided. Likewise, the District does not have the authority to represent SEJE or CFSC or to incur liability or obligation on their behalf.

F. Confidentiality

- o Any information used or collected by SEJE and CFSC from the District, students, or parents, will be solely for the purpose of this MOU. SEJE and CFSC recognize that confidential information maintained or provided by the District, students, and families is subject to the Family Educational Rights and Privacy Act (FERPA) and other state and federal laws requiring that data and information be maintained in a secure and private matter. SEJE and CFSC agree and acknowledge that any information they acquire from the District falling within the protections of these laws is the District's property and SEJE and CFSC will maintain all such information in a secure and private manner. The District does not grant SEJE and CFSC a license or any other rights in this information. SEJE and CFSC further agree to return to the District or destroy any such information upon the District's or student's or family's request.
- o SEJE and CFSC acknowledge and agree that any information they acquire from students or parents is gathered as a result of their relationship with the students or parents and such information is not the District's or part of any of the District's records. SEJE and CFSC will obtain an appropriate release of information from the student or, where appropriate, parents prior to sharing information with the District. If the student or parent does not sign such release, SEJE and CFSC cannot share its information or records regarding the student with the District except as otherwise allowed by law.
- o To the extent SEJE and CFSC maintain information from students' educational records, the District authorizes SEJE and CFSC to collect and maintain aggregate, de-identified data and provide it to SCYP members. In addition, the District authorizes SEJE and CFSC to use this aggregate, de-identified data in its reports for purposes of program development. SEJE and CFSC agree that any use of this data will not identify the District without first obtaining its permission. SEJE and CFSC agree they will remove any personally identifiable information (PII) from any data or records prior to classifying them as de-identified. PII includes, but is not limited to:
 - o Student names;
 - o The names of students' parents or other family members;
 - o The address of the student or their family;
 - o Personal identifiers, such as Social Security Numbers, student ID numbers, or biometric records;
 - o Other indirect identifiers, such as date of birth, place of birth, mother's maiden name, etc.;
 - o Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
 - o Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.
- o SEJE and CFSC acknowledge and agree that they will not release, divulge, publish, transfer, sell, or otherwise make known to any unauthorized individual or entity any information related to the student without the student's consent or, where applicable, parent's consent, or as otherwise authorized by law.

G. Termination

The District, SEJE, or CFSC may suspend Services under this MOU in the event that any party materially breaches its terms. Notwithstanding that provision, in the event of any material breach of this MOU, the non-breaching party(ies) agrees to notify the other(s).

H. Indemnity

- SEJE and CFSC agree to indemnify and hold the District, its Board, directors, officers, agents, and employees harmless from any and all claims of third parties and liabilities, damages, and expenses arising or resulting from such claims, including attorneys' fees and other litigation expenses arising out of any act or omission of SEJE or CFSC, their employees and agents.
- The District agrees to indemnify and hold SEJE, its members and agents harmless from any and all claims of third parties and liabilities, damages, and expenses arising or resulting from such claims, including attorneys' fees and other litigation expenses arising out of any act or omission of the District, its employees and agents.
- The District agrees to indemnify and hold CFSC, its board, directors, officers, employees, and agents harmless from any and all claims of third parties and liabilities, damages, and expenses arising or resulting from such claims, including attorneys' fees and other litigation expenses arising out of any act or omission of the District, its employees and agents.
- SEJE is not required to indemnify the District under this section against claims or damages caused by or resulting from the District, its agents, or employees' sole negligence. If any such claims or damages are caused by or result from SEJE's and the District's concurrent negligence, then the duty to indemnify will be limited to its proportionate liability.
- CFSC is not required to indemnify the District under this section against claims or damages caused by or resulting from the District, its agents, or employees' sole negligence. If any such claims or damages are caused by or result from CFSC's and the District's concurrent negligence, then the duty to indemnify will be limited to its proportionate liability.
- The District is not required to indemnify SEJE or CFSC under this section against claims or damages caused by or resulting from SEJE or CFSC, their agents, or employees' sole negligence. If any such claims or damages are caused by or result from SEJE's and/or CFSC's and the District's concurrent negligence, then the duty to indemnify will be limited to its proportionate liability.

I. Disputes

The parties to this MOU agree that should any dispute arise through any aspect of this relationship, including, but not limited to, any matters, disputes or claims, the parties shall confer in good faith to promptly resolve any dispute. In the event that the parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and/or arbitrated in an attempt to resolve any and all issues between the parties.

The parties agree that any claim or dispute that arises from or through this MOU, the relationship or obligations contemplated or outlined within this MOU, if not resolved through mediation, shall then go to and be resolved through final and binding arbitration. Any decision reached by the Arbitrator shall be final and binding and, if required, may be entered as a judgment in any court having jurisdiction.

In the event that any court having jurisdiction should determine that any portion of this MOU is invalid or unenforceable, only that portion shall be deemed invalid and not effective, while the balance of this MOU shall remain in full effect and enforceable. This MOU shall be interpreted and governed in accordance with the laws of the state of Washington.

 (Signature)
 Stanwood-Camano School District

 (Date)

 (Printed name)

Ellen Peterson

 (Signature)
 SEJE Consulting

10/24/19

 (Date)

Ellen Peterson, Partner

 (Printed name)

Angelique Leone

 (Signature)
 Community Foundation of Snohomish County

10/24/19

 (Date)

Angelique Leone

 (Printed name)