**MEMORANDUM OF UNDERSTANDING**

Peralta community college District

and

Alameda unified school district

This Memorandum of Understanding, herein referred to as “MOU,” is entered into by and between Alameda Unified School District (“AUSD”) and Peralta Community College District (“PCCD”) and those entities who elect to accept its terms pursuant to Section 11 herein (herein collectively “educational institutions”).

# PREAMBLE

The purpose of the agreement is to facilitate the collection, analysis, and sharing of student data in order to track performance and improve success from elementary school through college. Specifically, by sharing student transcript and identification information of graduating AUSD students, PCCD can streamline its admissions process, lowering barriers to entry and enabling the educational institutions to facilitate the movement of students from secondary to post-secondary education. To that end, educational institutions sharing academic performance data concerning students who have or who are attending their institutions ensuring the confidentiality of records and their consistency with FERPA (Family Education Rights and Privacy Act).

The educational institutions who choose to participate in this MOU desire to study, evaluate and improve their respective educational programs through the analysis of academic performance data concerning students who have or who are now attending an educational institution. It is necessary, therefore, for the educational institutions to share student data on a reciprocal basis for the purpose of evaluating and analyzing the extent to which their respective educational programs improve post-secondary student outcomes. THEREFORE, the educational institutions agree to the following terms of this MOU:

1. Data Sharing

The educational institutions shall provide one another with academic data concerning their respective students. The data shall be provided at least twice annually consistent with the dates established by the representatives from the institutions of this MOU. Said data shall be provided in the manner and form as specified by the representative from the educational institutions represented in this MOU. The data shall be used only for conducting studies and to assist with the evaluation, and design and delivery of the educational institutions’ educational programs. This data includes personally identifiable information such as names, date of birth, gender, and ethnicity as well as admissions information, terms of enrollment, courses and grades. Any data received pursuant to this Memorandum shall be destroyed when it is no longer needed for the studies and no later than ten years from the date the data is first received.

2. Confidentiality

Each educational institution designates the other as an “authorized representative” for purposes of FERPA. The educational institutions will maintain the confidentiality of any and all student data exchanged by each as a part of this MOU. The confidentiality requirements under this paragraph shall survive the termination or expiration of this MOU or any subsequent agreement intended to supersede this MOU. To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this MOU, educational institutions shall establish a system of safeguards that will at minimum include the following:

1. Procedures and systems that ensure all student records are kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data under this section of the MOU.
2. All designated staff and faculty at consortium educational institutions involved in the handling, transmittal, and/or processing of data provided under this MOU will be required to execute a confidentiality agreement requiring said personnel to maintain the confidentiality of all student related personally identifiable information.
3. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under this MOU.
4. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under this MOU.
5. Procedures and systems that ensure that all confidential student data processed, stored, and/or transmitted under the provisions of this MOU shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
6. The procedures and systems developed and implemented to process, store, or transmit data provided under this MOU shall ensure that any and all disclosures of confidential student data comply with all provisions of the “Family Educational Rights and Privacy Act” and California law relating to the privacy rights of students, such as but not limited to, theInformation Practices Act and the California Public Records Act insofar as such laws are applicable to the parties to this MOU.
7. Access to any personally identifiable information included in the data shall be restricted to those individuals with a legitimate need for access in order to carry out the purposes set forth above in this MOU.

3. Indemnification

Each educational institution participating in this MOU agrees to defend, indemnify, and hold each other educational institution participating in this MOU, and its officers, employees, and agents harmless from and against any liability, loss, expense (including attorneys’ fees), or claims of injury or damages arising out of the performance of the terms of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying educational institution, and/or its officers, employees or agents.

4. Entire Agreement

This document states the entire agreement between the educational institutions with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

5. Execution

Each of the persons signing this MOU on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

6. Assignment

None of the signatories to this MOU may assign their rights, duties, or obligations under this MOU, either in whole or in part, without the prior written consent of the other signatories to this MOU.

7. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU such provision shall be fully severable. This MOU shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.

8. Waiver

Waiver by any signatory to this MOU of any breach of any provision of this MOU or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this MOU shall not operate as a waiver of such right. All rights and remedies provided for in this MOU are cumulative.

9. Modification and Amendments

This MOU may be amended or modified at any time by written mutual agreement of the authorized representatives of the signatories to this MOU. The educational institutions further agree to amend this MOU to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this MOU. However, if new laws, policies, or regulations applicable to the educational institutions are implemented which materially affect the intent of the provision of this MOU, the authorized representatives of the signatories to this MOU shall meet within a reasonable period of time, e.g. 20 business days from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

10. Term of this MOU

This MOU shall be in effect for AUSD and PCCD as of the date set forth below until July 30, 2015 and for any other educational institution for the period commencing from the effective date established pursuant to Section 11 until July 30, 2015. Any participant (s) listed as a party to this MOU may terminate its participation by delivering written notice of its intent to terminate said participation to the other party(s). However, termination by any participant(s) listed as a party will have no force or effect on the rights and responsibilities as to the remaining participants.

11. Joining of Other Parties

The parties agree that any high school district, unified school district, community college district, or WASC accredited public or private four-year college or university located in California may become a party to this MOU by executing a letter addressed to the consortium stating as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereby agrees to enter into the Memorandum of Understanding dated \_\_\_\_\_\_\_\_\_\_, and be bound by all of its terms and conditions, effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Date approved by authorizing body).* A copy of the Memorandum of Understanding and a completed Data Sharing Educational Institutions form, signed by an authorized officer of the institution, are attached hereto.

Said letter shall be executed by an authorized officer of the institution.

[Remainder of Page Left Intentionally Blank.]

Each of the persons signing this MOU on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

“PCCD”

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dr. Jose Ortiz

Chancellor, Peralta Community College District

(*Authorized Agent*)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Michael Orkin

Vice Chancellor, Educational Services, Peralta Community College District

morkin@peralta.edu

(*for internal reference only*)

**“AUSD”**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sean McPhetridge

Superintendent, Alameda Unified School District

[Signature Page to Memorandum of Understanding re Data Sharing]