Memorandum of Agreement

By and Between Public Profit and San Leandro Unified School District

This agreement is entered into by the San Leandro Unified School ("District") and Public Profit, located at 1212 Broadway, Suite 1200, Oakland, CA for the purpose of sharing information between the parties in relation to the evaluation of the District's comprehensive after school programs for high school students.

I. PARTIES. The District is a local educational authority authorized to maintain student data records and Public Profit will conduct an evaluation of the District's comprehensive after school programs for high school students that are managed by Bay Area Community Resources (BACR), a youth serving agency that has a MOU with the District to deliver comprehensive after school programs. Public Profit will use data from surveys, site visits and client databases (developed by Cityspan), aggregating information across programs and for individual sites, and preparing an annual findings report. This agreement gives permission for Public Profit to use the academic data listed in Attachment A in the 2013 – 14 evaluation of after school programs.

II. CONFIDENTIALIY COMPLIANCE. To affect the transfer of data subject to federal, state and local laws or regulations, Public Profit agrees to:

1 Use data shared under this agreement for no purpose other than the evaluation of the District's comprehensive after school programs. Public Profit further agrees not to share data received under this MOA with any other entity, including in the aggregate without any personally identifying information, without District approval.

2 Require all employees, contractors and agents of any kind to comply with all applicable provisions of federal, state and local laws with respect to the data shared under this agreement. Nothing in this paragraph authorizes sharing data provided under this agreement with any other entity for any purpose other than completing Public Profit work as authorized by the District.

3 Maintain all data obtained pursuant to this agreement separate from all other data files and not copy, reproduce or transmit data obtained pursuant to this agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding this request, are subject to the provisions of this agreement in the same manner as the original data. The ability to access or maintain data under this agreement shall not under any circumstances transfer from Public Profit to any other institution or entity aside from the District and its designated representatives.

4 Not disclose any data contained under this agreement in a manner, which could identify any individual teacher, to any other entity. Public Profit may publish results of studies authorized by this agreement, but specifically agrees to abide to a "small numbers" policy of deleting all data items that include any group of individuals less than 5, and to require all employees, contractors and agents of any kind to also abide by that policy.

5 Take reasonable steps to insure the physical security of such data under its control, including, but not limited to: locked files, guards, or other devices reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data; limited terminal access, and design provisions to limit use of personal data.

6 Destroy all data obtained under this agreement when it is no longer needed for the purpose for which it was obtained. Nothing in this agreement authorizes either party to maintain data beyond the time period reasonably needed to complete the purpose of the request. All data no longer needed shall be destroyed or returned to District. Public Profit agrees to require all employees, contractors, or agents of any kind to comply with this provision. No other entity is authorized to continue research using data obtained under this agreement upon the cessation of studies conducted under the direct supervision of Public Profit.

III. DATA REQUESTS. District may decline to comply with a request in its discretion if it determines that providing the data requested would not be in the best interest of current or former students in District public schools. All requests shall include a statement of purpose for which it is requested and an estimation of the time needed to complete the project for which the data is requested. The parties may agree to accept teacher-level data requests by electronic mail or facsimile.

IV. AUTHORIZED REPRESENTATIVE. Public Profit designates Corey Newhouse, Founder and Principal, as the representative able to request data under this agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this agreement, including confirmation of the completion of any projects and the return or destruction of data as required by this agreement. The District or its agents may upon request review the records required to be kept under this section.

V. RELATED PARTIES. Public Profit represents that it is authorized to bind to the terms of this contract, including confidentiality and destruction or return of the student roster 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.

VI. TERM. This agreement takes effect upon signature by the authorized representative of each party and shall remain in effect until canceled by either party upon thirty days written notice.

VII. MODIFICATIONS. This agreement expresses the entire agreement of the parties and may not be modified or altered except by writing and executed by the authorized representatives of the District and Public Profit.

Entered into this _____ day of _____, 20____. Effective for one year from signature date.

_____ _____

District Representative [Printed Name] District Representative [Signature]

_____

[Title of Authorized Representative]

_____ _____

Public Profit Representative [Printed Name] Public Profit Representative [Signature]

_____

[Title of Authorized Representative]

Attachment A

Each data element below is requested for use in the 2013 – 14 evaluation of comprehensive after school programs serving high school students.

- ASP Student Status
- SLUSD Student ID
- State Student ID
- First Initial
- Last Initial
- DOB
- Gender
- Ethnicity
- Zip
- School Attendance Days Enrolled 13-14
- School Attendance Days Absent - 13-14
- School Attendance Days Enrolled 12-13
- School Attendance Days Absent 12-13
- Grade 13-14
- Grade 12-13
- Retained 13-14
- Retained 12-13
- National School Lunch Program Enrollment
- English Fluency Status 13-14
- English Fluency Status 12-13
- Special Education Status 13-14
- Suspension Incidents 13-14
- Suspension Incidents 12-13
- Suspension Days 13-14
- Suspension Days 12-13
- Credits 13-14
- Credits 12-13
- GPA 13 - 14
- GPA 12 - 13
- CAHSEE ELA Pass 13-14
- CAHSEE Math Pass 13-14