MEMORANDUM OF UNDERSTANDING (MOU)
Between
CHabot/LAS POSITAS community college DISTRICT
and
San Leandro Unified School District

This Memorandum of Understanding, herein referred to as "MOU," is entered into by and between San Leandro Unified School District and Chabot/Las Positas Community College District (herein collectively "educational institutions") who elect to accept its terms pursuant to Section 12 herein.

PREAMBLE

The purpose of this agreement is to facilitate the collection, analysis, and sharing of student data in order for San Leandro Unified students enrolling at Chabot/Las Positas Community College District to take advantage of the use of multiple measures (grades, GPA, etc.) when determining English and Math placement. To that end, member educational institutions sharing academic performance data concerning students who have or who are attending their institutions will ensure the confidentiality of records in accordance with FERPA (Family Education Rights and Privacy Act).

The educational institutions who choose to participate in this MOU desire to evaluate and improve their respective educational programs through the analysis of academic performance data concerning students who have or who are now attending mentioned educational institutions. It is necessary, therefore, for the educational institutions to share student data for the purpose of evaluating and analyzing their respective educational programs. Chabot/Las Positas Community College District will share aggregate data of their findings annually. THEREFORE, the educational institutions agree to the following terms of this MOU:

1. Data Sharing

The educational institutions shall provide academic data / aggregate reports concerning their respective students. The data shall be provided at least annually consistent with the date established by the representatives from the institutions of this MOU. Said data shall be provided in the manner and form as specified by the designated representative from the educational institutions represented in this MOU. The data shall be used only for conducting studies and to assist with placement of San Leandro Unified students choosing to attend Chabot Community College after high school. This data may include 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 7 years from the date

the data is first received. Additionally, the user agrees NOT to release data to any other unauthorized person or organization.

2. Confidentiality

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:

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.

All designated members, staff and faculty at 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.

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.

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.

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.

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, the Information Practices Act and the California Public Records Act insofar as such laws are applicable to the parties to 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 accepted.

10. Term of this MOU

This MOU shall be in effect for participating institution for the period commencing from the effective date established pursuant to Section 12 until any time either party chooses to end this MOU in writing. 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. Warranties

The Family Educational Rights and Privacy Act ("FERPA") and California Education Code Section 49076(a)(1)(A) both generally require that schools get prior written consent from a parent or guardian of a minor student before disclosing any educational records regarding such student("Educational Records") to third parties. However, education records can be shared with school entities that have a legitimate educational interest. In this MOU, San Leandro Unified agrees to designate Chabot/Las Positas Community College District (including its employees and agents) as an "other school official" under FERPA and/or the California Education Code, who has a "legitimate educational interest" in using and accessing such Educational Records. Further, San Leandro Unified hereby warrants that (a) it has obtained all consents necessary in connection with disclosing any Educational Records directly or indirectly to Chabot-Las Positas Community College District, and (b) the disclosures described in (a) are not and will not be a violation of FERPA.

Chabot-Las Positas Community College District hereby represents and warrants that (a) it will perform the services in a professional manner, and (b) it will use the Educational Records only in accordance with the terms of this Agreement.

12. Signatures

This Memorandum of Understanding shall be in effect as of the date all entities signed below, and shall remain in effect from the signature date or until terminated in writing by either party. However, the obligations of confidentiality set forth herein will continue beyond termination.

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.

_____ _____

Michael McLaughlin, Ed.D. Date
San Leandro Unified Superintendent

_____ _____

Date

Chabot Community College Vice Chancellor of Business Services