AGREEMENT BETWEEN AC TRANSIT AND SAN LEANDRO UNIFIED SCHOOL DISTRICT FOR THE PROCESSING OF YOUTH CLIPPER CARD APPLICATIONS RELATED TO THE ALAMEDA CTC STUDENT TRANSIT PASS PROGRAM

AC TRANSIT and the SAN LEANDRO UNIFIED SCHOOL DISTRICT shall be jointly implementing the Alameda County Transportation Commission (ALAMEDA CTC) Student Transit Pass Program (PROGRAM) by facilitating the registration of Youth Clipper cards with an AC Transit institutional pass product (PASS) and assisting students in the process of obtaining Youth Clipper cards.

To that end, AC TRANSIT authorizes SAN LEANDRO UNIFIED SCHOOL DISTRICT to designate Student Transit Pass Program school site administrators at participating schools identified in this contract agreement to collect, verify and forward to AC TRANSIT the Program Youth Applications (APPLICATIONS) completed and submitted by the parents/guardians of SAN LEANDRO UNIFIED SCHOOL DISTRICT students.

The process shall be:

1. ALAMEDA CTC shall provide information to SAN LEANDRO UNIFIED SCHOOL DISTRICT regarding the PROGRAM, including PROGRAM guidelines and parameters, in order to enroll PROGRAM participants. School site administrators, with materials provided by ALAMEDA CTC, shall communicate and promote use of Youth Clipper cards to students and their parents throughout the year. Mailings and communications shall include the standard APPLICATIONS in English, Spanish and Chinese, appended by SAN LEANDRO UNIFIED SCHOOL DISTRICT with instructions to parents/guardians to return the completed forms to a designated location at a participating school central office.

2. Utilizing SAN LEANDRO UNIFIED SCHOOL DISTRICT completed Student Transit Pass Program applications received, school site administrators at participating schools shall verify the following information:

    a. First Name, Middle initial, Last Name (Step 1 of application)
    b. Date of birth (Step 3 of application)
    c. Student ID (Step 3 of application)

3. The designated school site administrators at participating schools in SAN LEANDRO UNIFIED SCHOOL DISTRICT shall check APPLICATION for completeness and legibility and make any appropriate corrections which may affect the mailing process.

4. The designated school site administrators at participating schools within SAN LEANDRO UNIFIED SCHOOL DISTRICT will initial and date the application form in the "Staff Member Verification of Date of Birth" section to verify application completeness and student's date of birth.

5. The SAN LEANDRO UNIFIED SCHOOL DISTRICT designated school site administrators at participating schools shall scan APPLICATIONS in batches of no more than 20 per file and upload to a secure FTP site provided by AC TRANSIT once a month. A log sheet of the scanned APPLICATIONS contained in the batch will be required.

6. SAN LEANDRO UNIFIED SCHOOL DISTRICT and student/parent population shall be advised that the Youth Clipper cards shall be mailed by AC TRANSIT to the students' schools.

7. To obtain a replacement Youth Clipper card due to loss or theft, students/parents or PROGRAM school site administrators at SAN LEANDRO UNIFIED SCHOOL DISTRICT will call Clipper. PASS will automatically transfer to new card. Other cash balances or passes needing to be transferred will incur a $5 balance transfer fee and must be paid to Clipper via debit or credit card. Clipper will process replacement cards and mail them to students' homes.

8. All customer service related to individual cards must be handled directly between the student/parent/guardian and Clipper, pursuant to the documentation provided with the cards, and at www.clippercard.com.

9. All personally identifiable information (PII) made available to or independently obtained by SAN LEANDRO UNIFIED SCHOOL DISTRICT in connection with this Agreement shall be protected by SAN LEANDRO UNIFIED SCHOOL DISTRICT from unauthorized use and disclosure through the observance of procedural requirements that include, but are not limited to, the secure transport, transmission and storage of PII used or acquired in the performance of this Agreement.

10. SAN LEANDRO UNIFIED SCHOOL DISTRICT agrees to properly secure and maintain any computer systems (hardware and software applications) or electronic media that it will use in the performance of this Agreement. This includes ensuring all security patches, upgrades, and anti-virus updates are applied as appropriate to secure PII that may be used, transmitted, or stored on such systems in the performance of this Agreement.

11. SAN LEANDRO UNIFIED SCHOOL DISTRICT is prohibited from storing PII collected as part of the Clipper application process on portable media including, but not limited to, laptops, thumb drives, disks and so forth.

12. SAN LEANDRO UNIFIED SCHOOL DISTRICT agrees to retain PII collected as part of the APPLICATION process for no longer than **thirty (30) days**. At the conclusion of this retention period, SAN LEANDRO UNIFIED SCHOOL DISTRICT agrees to use Department of Defense ("DoD") approved methods to permanently remove Clipper Youth applications containing PII from any files. Discarded APPLICATIONS shall be unavailable and unrecoverable following the purge on any storage media including, but not limited to, magnetic disk, optical disk, and memory chips ("Storage Media").

13. The collection, utilization and security of PII obtained from Cardholders is subject to the Metropolitan Transit Agency's (MTC) Clipper® Privacy Policy, as Amended. This policy may be amended from time to time, as deemed necessary by MTC. Any changes to the Privacy Policy shall be posted on the Clipper® website, clippercard.com, including the date of the amendment.
12.1 All PII relating to the Cardholder collected by the Clipper® Fare Payment System (FPS) shall be utilized by MTC and the Service Providers for the purposes of the operation and management of the FPS and shall serve as a source of information and data for transit and/or related services in general but shall otherwise be dealt with in a confidential manner by MTC and the Service Providers unless:
(a) The Cardholder's express written consent has been obtained; and/or
(b) As otherwise required by law or ordered by a court of competent jurisdiction.
12.2 The Cardholder retains the right to review and edit all PII pertaining to his/her account, whether stored electronically or on paper. Any inquiry or request to obtain information, in accordance with the above provisions, should be directed in writing to the Clipper® Customer Service Center. The Clipper® Customer Service Center is only able to provide transaction history data for the prior 60-day period. MTC may adopt procedures for the review of such information, including but not limited to charging a fee for processing requests for access to PII.
12.3 MTC cannot secure PII that is released by Cardholders to third parties. A Cardholder who chooses voluntarily to disclose information to a third party does so at his or her own risk. Cardholders are advised to refer to any user agreement or privacy policy promulgated by such third party.

14. SAN LEANDRO UNIFIED SCHOOL DISTRICT agrees to destroy hard-copy documents, containing PII that are collected as part of the application process, by means of a cross-cut shredding machine. SAN LEANDRO UNIFIED SCHOOL DISTRICT also agrees to use DoD approved methods to sanitize any Storage Media prior to discarding or when useful life has ended, whichever comes first. At the conclusion of the performance period of this Agreement, SAN LEANDRO UNIFIED SCHOOL DISTRICT shall submit a certification to the AC TRANSIT Project Manager as follows: "All PII collected as part of the application process, whether in electronic or hard-copy format, has been destroyed in accordance with the requirements of this Agreement. These requirements shall survive termination or expiration of this Agreement.

15. SAN LEANDRO UNIFIED SCHOOL DISTRICT agrees to follow these procedures and notify AC TRANSIT if changes should be made to the process.

16. SAN LEANDRO UNIFIED SCHOOL DISTRICT or AC TRANSIT may opt out of this Agreement at any time, with reasonable notice to the other. In the event that the SAN LEANDRO UNIFIED SCHOOL DISTRICT opts out of this Agreement, the SAN LEANDRO UNIFIED SCHOOL DISTRICT shall no longer participate in the PROGRAM.

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SAN LEANDRO UNIFIED SCHOOL DISTRICT Date

By: _____

_____ _____

AC TRANSIT Date

By: _____

Denise Standridge, General Counsel