MEMORANDUM OF UNDERSTANDING
regarding
Data Sharing
between
Peralta Community College District
And
Piedmont Unified School District

This Memorandum of Understanding, herein referred to as "MOU," is entered into by and between Oakland Unified School District ("School District") and Peralta Community College District ("PCCD") (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 confidentially sharing student transcript and identification information of graduating School District 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 of the 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.

The educational institutions agree to adhere to the following data sharing principles:

a. Data Ownership. Each educational institution retains the right to its own data and may not claim any right to ownership of the other educational institution's data.

b. Data Uses. Information produced under this MOU is to be used primarily for the purposes described in the Preamble.

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:

a. 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.

b. 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.

c. 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.

d. 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.

e. 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, including, but not limited to, transmitting data using only secure methods (https, SFTP, etc.) that have been certified as safe, if transmitted electronically.

f. 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.

g. 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, trustees, employees, students 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, trustees, employees, students 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

The term of this MOU shall be in effect from July 1, 2016. Either educational institution may terminate this MOU with or without cause at any time upon thirty (30) days advance written notice to the other parties.

11. Notice

Except as otherwise provided herein, a written notice required hereunder is deemed delivered: (i) when a party delivers the notice personally to the other party; (ii) two business days after a party deposits it with the appropriate postal service, registered mail, postage prepaid and correctly addressed to the other party or (iii) one business day after a party deposits it with an overnight courier correctly addressed to the other party. For purposes of this MOU, notices shall be addressed as follows:

School District:

PCCD:
Director of Institutional Research
Peralta Community College District
333 East 8th Street
Oakland, CA 94606
(510) 466-7210
mchen@peralta.edu

cc: Vice Chancellor, Academic Affairs

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: _____
Jowel C. Laguerre, Ph.D.
Chancellor, Peralta Community College District
Date: _____

_____
Luis Pedraja, Ph.D.
Interim Vice Chancellor, Academic Affairs
Peralta Community College District
(*for internal reference*)
lpedraja@peralta.edu
Date: _____

"SCHOOL DISTRICT"

By: Randall Booker
_____
Superintendent, Piedmont Unified School District
Date: _____

[Signature Page to Memorandum of Understanding regarding Data Sharing]

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