MEMORANDUM OF UNDERSTANDING

CALIFORNIA PARTNERSHIP FOR ACHIEVING STUDENT SUCCESS (CAL-PASS PLUS)

This Memorandum of Understanding, herein referred to as "MOU," is entered into by and between those school districts, community college districts, colleges, and universities (herein collectively "educational institutions") who elect to accept its terms pursuant to Section 11 herein.

PREAMBLE

California Partnership for Achieving Student Success (Cal-PASS Plus) collects, analyzes, and shares student data in order to track performance and improve success from elementary school through university. To that end, Cal-PASS Plus will coordinate the process of consortium member educational institutions sharing academic performance data concerning students who have or who are attending their institutions by facilitating the transfer of data from the member educational institutions, ensuring the confidentiality of records and their consistency with FERPA (Family Education Rights and Privacy Act) guidelines, and providing technical assistance to member educational institutions.

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 a consortium member institution. It is necessary, therefore, for the educational institutions to share student data on a reciprocal basis so that they may evaluate and analyze their respective educational programs.

Cal-PASS Plus is designed to improve transitions and success across educational segments. The educational institution members of Cal-PASS Plus will use Cal-PASS Plus data to develop, implement, and assess interventions to improve instruction. The preferred means for participation is for institutional faculty to engage in the Cal-PASS Plus vertical Professional Learning Councils.

THEREFORE, the educational institutions agree to the following terms of this MOU:

1. Data Sharing

The data shall be provided at least annually consistent with the dates established by Cal-PASS Plus administration. Said data shall be provided in the manner and form as specified by Cal-PASS Plus. The educational institutions shall have access to this data as set forth in the executed Data Sharing Educational Institutions form. The data shall be used only for conducting studies for the purpose of improving instruction. Any data received pursuant to this Memorandum shall be destroyed when it is no longer needed for the studies and no later than seventeen years from the date the data is first received. Cal-PASS Plus may, from time to time at its discretion, provide student data from its members in an anonymous form to recognized educational research institutions for analysis in research concerning the improvement of instruction.

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 consortium members and 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.
- 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 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 any institution commencing from the effective date established pursuant to Section 11 and will remain in effect until written notice is provided to terminate. 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 project director or executive director of Cal-PASS Plus. 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. Joinder of Parties

The parties agree that any school district, community college district, WASC accredited public or private four-year college or university located in California or other educational organization whose purpose is to improve student success, may become a party to this MOU by executing a letter addressed to the consortium stating as follows:

Palo Verde College hereby agrees to enter into the Memorandum of Understanding dated **12/8/2014 12:00:00 AM**, and be bound by all of its terms and conditions, effective as of the date of this letter. A copy of the Memorandum of Understanding and a completed Data Sharing Agreement Form, signed by an authorized officer of the institution, are attached hereto. Said letter shall be executed by an authorized officer of the institution.

Signed: Donald J. Wallace **Date:** 12-9-2014

Print name: **Dr. Donald Wallace**

Title: **President**

Designation of Contacts for Cal-PASS Plus

Name of Institution/District: Palo Verde College

MOU Manager/Primary Contact: This person is responsible for coordinating the Cal-PASS Plus process at your institution and is authorized to change data access features such as the data sharing partners list and opting in or out of larger research studies on behalf of the institution. This is also the person who will receive a primary User ID and Password, which are required to access data and performance reports on the web site. This person will also be the primary contact to identify, approve and add or modify other authorized users at your institution.

Name: **Maria Lopez**

Title: **CTE Counselor**

Phone Number: **760-921-5534**

Email Address: **maria.lopez@paloverde.edu**

Data Submission Contact: This person is responsible for generating and submitting the data files.

Name: **Adam Houston**

Title: **Director of Information Technology**

Phone Number: **760-921-5463**

Email Address: **adam.houston@paloverde.edu**

CAL-PASS PLUS DATA SHARING AGREEMENT FORM

I certify that my institution hereby agrees to share data with all Cal-PASS Plus partner institutions with MOUs and reciprocal sharing agreements on file.

Signed: _____ **Date:** 12-17-14

Print name: **Scott Peterson**

Title: **Acting Director of CTE Programs**

Name of institution: **Palo Verde College**

Phone number: **760-921-5418**
Email **scott.peterson@paloverde.edu**

Return the following two documents:

1. A copy of the signed MOU;
2. This Cal-PASS PLUS DATA SHARING AGREEMENT FORM, executed by an authorized officer of the institution.

Return documents to:

Ken Sorey Cal-PASS Plus Project Director
2300 N Street, Suite 3
Sacramento, CA 95816

If you choose to limit the institutions with which you share data, contact Cal-PASS Plus for assistance.

K-12 Assistance
Michele Badovinac
Michele@calpass.org
209-405-9891

Community College and University Assistance
Emily Lawrence
emily@calpass.org
209- 954-5820