Information Sheet – 4/12/16 - Board of Trustees Meeting

TO: Board of Trustees Item: 5.5

FR: Jim Bridges

RE: Cal-PASS MOU

The Cal-PASS Plus Memorandum of Understanding will provide Jefferson School District with data on how our students do in high school and college. Currently there is no data being shared with us about how our students are doing in high school and beyond. This system is a two-way data sharing system which will provide a pre-K through 16 continuum. The data shared will only be accessible to other districts in the consortium and will not be shared on an individual student basis.
Cal-PASS Plus, created through leadership and funding by California Community College Chancellor's Office, is an accessible, actionable and collaborative pre-K through 16 system of student data. The system and initiatives are managed through a partnership among the following leaders and organizations:

San Joaquin Delta College
Kathy Hart, Ph.D.
President

Educational Results Partnership, 501(c)(3) non-profit
James S. Lanich, Ph.D.
President & CEO

Cal-PASS Plus' mission is to provide actionable data to help improve student success along the education-to-workforce pipeline. Collaboration using this data will inform better instruction, help close achievement gaps, identify scalable best practices, and improve transitions. Cal-PASS Plus offers longitudinal data charts, detailed analysis of pre-K through 16 transitions and workplace outcomes, information and artifacts on success factors, and comparisons among like universities, colleges, K-12 school systems and schools.

Cal-PASS Plus also facilitates Regional Learning Councils to regularly convene pre-K through 16 leaders, representatives and stakeholders throughout the state so they may share data and success factors and collaborate to improve education and workforce outcomes.
There is no cost to the District for being part of this collaborative.

Recommended Action: Approve the Cal-PASS MOU as presented.

CALIFORNIA PARTNERSHIP FOR ACHIEVING STUDENT SUCCESS

MEMBER INSTITUTION MEMORANDUM OF UNDERSTANDING

In signing this Memorandum of Understanding ("**MOU**"), **Jefferson School District** ("**Institution**") agrees become a member institution of the California Partnership for Achieving Student Success ("**Cal-PASS Plus**") and to be bound by all terms and conditions of this MOU.

RECITAL

A. Cal-PASS Plus is a program conducted by Education Results Partnership, Inc., a California nonprofit public benefit corporation ("**ERP**") together with San Joaquin Delta College ("**SJDC**") and the California Community Colleges Chancellor's Office ("**CCCCO**"). Cal-PASS Plus collects, analyzes, and shares student data with educational institutions who have agreed to become part of Cal-PASS Plus by entering into a memorandum of understanding ("**Cal-PASS Plus Members**"). Cal-PASS Plus collects, analyzes and shares student data among Cal-PASS Plus Members in order to track performance and improve student outcomes from pre-K through 12th grade, and through college and the workplace. Cal-PASS Plus services are provided without fees or cost to Cal-PASS Plus Members. Data sharing also assist educational institutions to meet compliance reporting requirements and to assist organizations with the research necessary to increase knowledge and collaboration among educational institutions. To that end, Cal-PASS Plus will coordinate the process of Cal-PASS Plus Members sharing academic performance data concerning students who have attended or who are attending their institutions by facilitating the transfer of data between Cal-PASS Plus Members in a manner consistent with FERPA, other applicable federal and California state laws and regulations, local regulations, and best practices and guidelines.

B. Cal-PASS Plus is designed to improve transitions and success across educational segments. Cal-PASS Plus Members may use data provided by Cal-PASS Plus to develop, implement, and assess interventions to improve instruction, and also to identify higher performing institutions and programs to support collaboration and peer-to-peer sharing of best practices. Institution-based, multi-segmental work groups (also known as Regional Learning Councils, or RLC's) are the preferred venues for Cal-PASS Plus participation.

C. In entering into this MOU, Institution accepts and agrees to abide by all MOU terms and conditions, elects to become a Cal-PASS Plus Member, and to actively engage in data sharing with Cal-PASS Plus and the other Cal-PASS Plus Members.

THEREFORE, the Institution agrees to the following terms of this MOU:

ARTICLE 1. DEFINITIONS

As used in this Agreement, the following terms have the meanings as specified below:

"**Cal-PASS Plus Parties**" shall have the meaning assigned to such term in Section 2.

"**Cal-PASS Plus**" shall have the meaning assigned to such term in the first paragraph of this MOU.

"**Cal-PASS Plus Data**" means the data elements that are defined in the Data Element Dictionary as may be amended by Cal-PASS Plus from time to and which data elements have been provided to Cal-PASS Plus.

"**Cal-PASS Plus Members**" shall have the meaning assigned to such term in Recital A.

"**CCCCO**" shall have the meaning assigned to such term in Recital A.

"**ERP**" shall have the meaning assigned to such term in Recital A.

"**FERPA**" shall mean the Family Education Rights and Privacy Act of 1974.

"**Institution**" shall have the meaning assigned to such term in the first paragraph of this MOU.

"**MOU**" shall have the meaning assigned to such term in the first paragraph of this MOU.

"**MOU Addenda**" shall have the meaning assigned to such term in Section 2.

"**Partner Organizations**" shall mean ERP, SJDC and CCCCO.

"**SJDC**" shall have the meaning assigned to such term in Recital A.

"**Termination Event**" shall mean (a) a material breach of this MOU by Institution; (b) any act by Institution exposing the Cal-PASS Plus, any Partner Organization or any other Cal-PASS Plus Party to liability for personal injury or property damage; or (c) Institution confirms its insolvency or is adjudged a bankrupt, or assumes negative fiscal status; Institution makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Institution's insolvency.

ARTICLE 2. PURPOSE OF CAL-PASS PLUS AND MOU

It is the role of Cal-PASS Plus to create the mechanisms and procedures by which CAL-PASS Plus Members, ERP, SJDC and CCCCO (collectively, "**Cal-PASS Plus**") share, store, compare, analyse and disseminate academic performance data and research obtained through the analysis of such data, concerning students who have attended or who are attending Cal-PASS Plus Member institutions by facilitating the transfer of data between Cal-PASS Plus Parties in a manner consistent with all federal, state and local laws and regulations including, without limitation, FERPA, and best practices and guidelines within this industry.

The purpose of this MOU is to provide the terms and conditions by which Cal-PASS Plus Parties agree to share and use such data. The Cal-PASS Plus Parties may enter into one or more addenda or amendment outlining additional terms, conditions, roles or obligations with respect to the operation of Cal-PASS Plus ("**MOU Addenda**"). Each MOU Addenda shall be binding on the Cal-PASS Plus Member upon its execution of the MOU Addenda and shall, upon such execution, form a part of this Agreement and its terms shall be fully incorporated herein as though fully set forth in this Agreement.

Institution acknowledges that performance of its obligations under this MOU may require frequent and timely exchanges of information between one or more of the Cal-PASS Plus Parties. Cal-PASS Plus' ability to execute the Cal-PASS Plus program is conditioned upon timely receipt of necessary

information from Institution, provided that Cal-PASS Plus provides Institution with reasonable advance notice of the need for such information and the date by which such information is required.

ARTICLE 3. DATA SHARING

Institution shall provide to Cal-PASS Plus the Cal-PASS Plus Data as required of Institution by the Cal-PASS Plus administrator. Said Cal-PASS Plus Data shall be provided in the manner and form as specified by the administrators of Cal-PASS Plus. Cal-PASS Plus Data shall be used by Cal-PASS Plus Parties consistent with the terms and conditions of this MOU.

Occasionally, requests may be made from researchers or research institutions for data aggregated in a particular manner. Cal-PASS Plus may, from time to time at its discretion, provide aggregated and anonymous data based on the data received from Cal-PASS Plus Parties to researchers or research institutions for analysis and research concerning the improvement of academic instruction and student outcomes. Cal-PASS Plus agrees to share the data in a manner consistent with the FERPA guidelines, ensuring the confidentiality of records.

Institution understands that, in order to conduct the Cal-PASS Plus Program, it may be necessary for Cal-PASS Plus and/or its Partner Organizations to share Cal-PASS Plus Data with such third parties as it deems necessary or appropriate to conduct Cal-PASS Plus provided, however, that the third party has agreed in writing to maintain the confidentiality obligations, including compliance with FERPA, as each of the Cal-PASS Plus Parties are required to do under this MOU.

In addition, Cal-PASS Plus shall have the ability to display summary-level reports of Cal-PASS Plus Data on the publicly accessible Cal-PASS website.

A. Confidentiality and Security of Data

All Cal-PASS Plus Parties shall maintain the confidentiality of any and all student data exchanged by each as a part of this MOU and Cal-PASS Plus. In accepting, maintaining and sharing Cal-PASS Plus Data, all Cal-PASS Plus Parties shall comply with all federal, state and local laws and regulations including, without limitation, FERPA. The 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, each Cal-PASS Plus Party shall establish a system of safeguards that will, in all respects, comply with federal, state and local laws and regulations including, without limitation, FERPA and other privacy protection laws and regulations. Specifically:

1. Institution, to the extent it is an education institution collecting educational records of its students, understands that it may not disclose educational records without written consent from the parent or eligible student, except to the following parties under the following conditions: school officials with legitimate educational interest; other schools to which a student is transferring; specified officials for audit or evaluation purposes; appropriate parties in connection with financial aid to a student; organizations conducting research or studies for or on behalf of the school; accrediting organizations; to comply with a judicial order or lawfully issued subpoena; appropriate officials in cases of health and safety emergencies; and state and local authorities, within a juvenile justice system, pursuant to specific State law.

2. For the purposes of this MOU, Institution acknowledges and agrees that Cal-PASS Plus is considered an organization conducting research and other services on behalf of Institution.

3. Institution will not use Cal-PASS Plus Data received through Cal-PASS Plus for any purpose other than that specifically allowed under the terms of this MOU.

4. This MOU does not allow Institution (or its subcontractors) to disclose Cal-PASS Plus Data to any other third parties except as set forth under this MOU or in limited circumstances permitted under FERPA.

5. To ensure the continued confidentiality and security of the Cal-PASS Plus Data, stored, or transmitted under this MOU, Institution shall assume responsibility of data received and will employ industry best practices, both technically and procedurally, to protect data from unauthorized physical and electronic access.

6. To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this MOU, Institution shall establish, implement, and maintain policies, procedures, and systems that ensure all Cal-PASS Plus Data is kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data.

7. All staff of Institution involved in the handling, transmittal, and/or processing of Cal-PASS Plus 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.

8. To ensure the continued confidentiality and security of Cal-PASS Plus Data, stored, or transmitted under this MOU, Institution shall establish, implement, and maintain policies, procedures, and systems shall require the use of appropriate safeguards, including secure passwords to access databases used to process, store, or transmit provided under this MOU.

9. Institution will establish, implement, and maintain internal procedures, systems, and safeguards: to maintain the integrity of their systems and secure databases used to process, store, or transmit Cal-PASS Plus Data provided under this MOU, and to maintain the Cal-PASS Plus Datain a secure manner that prevents the interception, diversion, or other unauthorized access to said data

10. Institution shall ensure that any and all disclosures of comply with all provisions of FERPA and other applicable federal and California state laws and regulations relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act.

11. Institution shall immediately notify Cal-PASS Plus in the event the security, confidentiality, or integrity of the Cal-PASS Plus Data >exchanged is, or is reasonably believed to have been, compromised. Notification will take place within 24 hours of discovery.

12. Exchange of data between Cal-PASS Plus Parties and/or third party contractors is subject to the requirements outlined in this MOU. Cal-PASS Plus Parties may subcontract to assist in performing the Roles and Responsibilities hereunder.

B. Method of Transfer

Cal-PASS Plus will employ industry best practices, both technically and procedurally to protect the data from unauthorized physical and electronic access during transfer. Typical secure methods of transfer include Secure File Transfer Protocol (SFTP), Secure HTTPS transfer or via encrypted physical media. Any other transfer methods employed and the procedures utilized by Institution to protect the data provided under this agreement are the responsibility of the Institution but are subject to review and approval by the administrators of Cal-PASS Plus.

C. Disposition of Data

Any Cal-PASS Plus Data received pursuant to this Agreement shall be one way encrypted, stripped of personally identifiable information and the primary source data will be archived securely, detached from all Internet connected devices, and only accessible to the administrators of Cal-PASS Plus authorized staff.

ARTICLE 4. INDEMNIFICATION

Institution shall defend, indemnify, and hold harmless each of the other Cal-PASS Plus Parties and their affiliates, respective officers, directors, shareholders, members, employees, agents, attorneys, representatives and their respective successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees and costs) arising out of or resulting from: (a) any misrepresentations made or factually incorrect information provided willfully or negligently by Institution to another Cal-PASS Plus Party; (b) Institutions' noncompliance with any federal, state or local law, statute, rule, or regulation; (c) Institution's breach of any term or condition of this MOU; or (d) the negligent or intentional acts or omissions of Institution.

ARTICLE 5. ENTIRE AGREEMENT

This MOU states the entire agreement between the Cal-PASS Plus Parties with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

Institution represents and warrants that:

1) The person signing this MOU on behalf of Institution represents and warrants that he or she has authority to sign on behalf and to bind such party.

2) Institution represents that it has the right and power to authorize participation in Cal-PASS Plus and to undertake its obligations as set forth in this Agreement.

3) The execution of this MOU by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary actions.

4) In performing its obligations under this MOU, Institution will comply with all applicable federal, state and local, laws, rules and regulations.

5) Institution shall not knowingly provide to Cal-PASS Plus, Cal-PASS Plus Data that is false or inaccurate.

ARTICLE 7. ASSIGNMENT

Institution may not assign their rights, duties, or obligations under this MOU, either in whole or in part, without the prior written consent of Cal-PASS Plus.

ARTICLE 8. SEVERABILITY

Each term or provision of this MOU shall be valid and enforced as written to the full extent permitted by law. 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.

ARTICLE 9. 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.

ARTICLE 10. MODIFICATION AND AMENDMENTS

Except for the Data Element Dictionary, this MOU may only be amended, modified or supplemented by an agreement in writing signed by authorized representatives of the Institution. The Data Element Dictionary may be amended by Cal-PASS Program from time to time by providing Institution with thirty (30) days prior written notice of any such amendment.

ARTICLE 11. TERM

This MOU shall be in effect with respect to Institution upon its execution of this MOU and will remain in effect until terminated in accordance with Article 12.

ARTICLE 12. TERMINATION

Institution, may terminate this MOU and, as a result, its participation in Cal-PASS Plus, by providing Cal-PASS Plus thirty (30) days' written notice. Notice shall be deemed given upon Cal-PASS Plus' actual receipt of the written notice. However, termination of Institution will have no force or effect on the rights and responsibilities as to the remaining Cal-PASS Plus Parties.

A Partner Organization will notify in writing each Cal-PASS Plus Party in the event it decides to terminate its participation in Cal-PASS Plus. This MOU shall also immediately terminate in the event of the termination or cancellation of Cal-PASS Plus as a program.

The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Cal-PASS Plus at law or equity. Written notice by Cal-PASS Plus shall be deemed given when received by Institution.

ARTICLE 13. JOINDER OF OTHER CAL-PASS PLUS PARTIES

Cal-PASS Plus Parties agree that any school district, county office of education, 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 counterpart of this MOU in form substantially similar hereto.

ARTICLE 14. EXECUTION AND DELIVERY OF MOU

A signed copy of this MOU delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this MOU. In executing and returning a signed copy of this MOU, the "Authorized Officer" represents and warrants that he or she has all requisite power and authority to execute and deliver this MOU, all necessary approvals for the execution and delivery of this MOU on behalf of the Institution has been obtained.

Authorized Officer Signature: _____

Date: _____

Institution Name: **Jefferson School District**

Print Name: **James Bridges**

Title: **Superintendent**

Phone: **209-836-3388** **Email:** **jbridges@sjcoe.net**

MOU Submission

This MOU may be signed and returned through Cal-PASS Plus' secure web portal [https://www.calpassplus.org/CalPASS/Join/NewMou.aspx], by e-mail to [ken@edresults.org] or by US Mail addressed as follows:

Ken Sorey
Educational Results Partnership
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.

Designation of Contacts for Cal-PASS Plus

Name of Institution/District: **Jefferson School District**

Primary Contact: This person is responsible for coordinating the Cal-PASS Plus process at your 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. The primary contact will be notified when a new user from your institution has been given login credentials. If login credentials are to be revoked, it is the responsibility of the primary Contact to notify Cal-PASS Plus in writing. It is the responsibility of the Institution to notify Cal-PASS Plus, in writing, when the Primary Contact role moves to another employee.

Name: **James Bridges**

Title: **Superintendent**

Phone Number: **209-836-3388**

Email Address: **jbridges@sjcoe.net**

Data Submission Contact: This person is responsible for generating and submitting the data files. It is the responsibility of the Institution to notify Cal-PASS Plus, in writing, when the Data Submission Contact role moves to another employee.

Name: **Kim Dunniway**

Title: **Student Information Systems Specialist**

Phone Number: **209-839-3760**

Email Address: **kdunniway@sjcoe.net**