

**MEMORANDUM OF UNDERSTANDING BETWEEN CHABOT COLLEGE,
CALIFORNIA STATE UNIVERSITY, EAST BAY, AND HATCHUEL TABERNIK &
ASSOCIATES
FOR ACCESS TO INDIVIDUAL STUDENT AND FAMILY DATA**

This AGREEMENT is made as of April 24, 2012 by and between the CHABOT COLLEGE (“PARTNER”), California State University, East Bay (“CSUEB”), and Hatchuel Tabernik & Associates (“HTA”).

TERM: This AGREEMENT is made for the period of April 24, 2012 through December 31, 2016. The term and conditions of this agreement can be extended and/or amended in writing and signed by the PARTNER, CSUEB and HTA.

RECITALS

WHEREAS, CSUEB is the recipient of a U.S. Department of Education (“ED”) Promise Neighborhoods grant and is thereby obligated to provide ED and the national evaluator with individual-level data on the recipients of service and any comparison group required by the national and/or local evaluation;

WHEREAS, HTA is contracted by CSUEB to provide the mandatory independent local evaluation for the Hayward Promise Neighborhoods Initiative (“HPN”);

WHEREAS, said independent local evaluation requires individual-level data, including *but not limited to*: demographics, test scores, Early Assessment Program results, enrollment at Chabot and in the program(s) it operates, course success, persistence and completion, and transfer and graduation rates.

WHEREAS these data are highly confidential and must be stored and transmitted in a secure manner to protect the human subjects rights of children, youth and their families;

WHEREAS only authorized parties with the “need to know” should have access to these confidential data in order to conduct the external local evaluation, transmit data required by ED for the national evaluation, and provide Promise Neighborhoods performance reports as required by ED.

NOW, THEREFORE, the parties agree as follows:

1. RENDITION OF SERVICES

The PARTNER agrees to provide the data identified in Exhibit A in accordance with the terms and conditions of this Agreement.

2. SCOPE OF SERVICES

The scope of the PARTNER’s services shall consist of services outlined in contracts and the provision of data set forth in this Agreement and Exhibit A, and as may be amended from time to time by the parties, in writing.

3. CSUEB’s USE OF DISTRICT INFORMATION

CSUEB will be responsible for deployment and management of the longitudinal data system that will store all individual-level data required for the local evaluation, the national evaluation, and required performance reporting to ED. CSUEB will employ or contract with a qualified Enterprise Systems Manager to oversee the build out and deployment of the Efforts to Outcomes™ (“ETO”) longitudinal data system. This individual will have full access to the ETO dataset and will be responsible for protecting human subjects in compliance with HIPAA and FERPA legal mandates and the requirements of the CSUEB Institutional Review Board (“IRB”).

CSUEB will be responsible for uploading, cleaning and managing individual-level and aggregated data from all of the HPN partners, except insofar as these functions may be delegated to HTA as a part of the evaluation contract. Under these circumstances HTA will be similarly bound by contract to follow the HIPAA/FERPA mandates and the requirements of the CSUEB IRB.

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In all instances data will be transmitted and stored in a manner that is secure and obviates any risk of improper disclosure of sensitive data.

4. HTA's USE OF DISTRICT INFORMATION

HTA agrees that the information provided by the PARTNER shall be used for:

Program evaluation and reporting requirements for the HPN grant. In this process, HTA will manage, clean and analyze any and all data provided by the PARTNER to respond to ED GPRA requirements and to address local research questions. These research questions may change over time as HPN refines its inquiry and as a part of the formative evaluation process.

Such information will not be used for commercial purposes or uses that may be inappropriate as determined by the PARTNER or the CSUEB IRB. No individual student information shall be cited and all individual student data will be kept confidential. (See Section on Confidentiality below). In the event that PARTNER, in its sole discretion, at any time during the term of this agreement, deems CSUEB's or HTA's use of the information provided by the PARTNER to be inappropriate or not in keeping with the terms of this agreement, the PARTNER may immediately cancel the agreement and require CSUEB and/or HTA to immediately return and cease use of the information.

5. CONFIDENTIALITY OF INDIVIDUAL DATA

With respect to confidential student data, by signing this agreement, the PARTNER and its duly authorized signatory certify, under penalty of perjury of the laws of the State of California, that CSUEB and HTA are specifically and duly authorized to view and receive the information provided by the PARTNER pursuant to this agreement.

CSUEB and HTA agree to comply and to require their officers, partners, associates, agents and employees to comply with all applicable State or Federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons, their records, or services provided them.

CSUEB and HTA shall protect from unauthorized disclosure individual names and other identifying information, except for statistical information and summary data that does not identify the client.

CSUEB and HTA agree to inform all relevant employees, agents, and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

6. PROVISION OF INDIVIDUAL DATA

The PARTNER will provide CSUEB and HTA with student data for evaluation and reporting purposes. The PARTNER will obtain student and/or parent permissions to use student data for evaluation purposes and obtaining parent permission for data provided to CSUEB and HTA is the responsibility of the PARTNER. A formal data request (example in Exhibit A) will be submitted by HTA for each school year that HTA is contracted to evaluate. These requests will outline types of data requested, time period pertaining to data, and due dates. HTA will streamline data requests to make data downloads time and labor efficient. Data requests that include the College ID Number, Ethnicity, and Gender will not be provided without the consent of the student.

7. DATA CODING RULES AND PROCEDURES FOR DATA DELIVERY

When the PARTNER is responsible for transferring data to CSUEB and HTA, the student data will be sent as digital files in either ASCII text, Microsoft Excel, Microsoft Access, or other DBF database format, together with record layouts and code tables. Each data set may be provided as separate data files (the student

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permanent ID number will be used to link the separate files). Specification of data field names, data field lengths, and definitions of valid ethnicity codes will be provided by HTA.

8. SECURITY OF INDIVIDUAL DATA

The Individual Data stored by HTA will be retained on a database maintained by HTA and will be password protected. Data will be used for purposes covered by this agreement and by only by HTA staff executing work for the purposes of this agreement. Data will also be stored in the Efforts to Outcomes™ data system, managed by CSUEB. Again these data will be password protected and data access will be limited on a need to know basis as regulated by HIPAA and FERPA regulations. Electronic data transmission will be conducted using File Transfer Protocol (FTP) and Transport Layer Security (TLS) protocols.

9. DISTRICT REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of the PARTNER, the CEO of the PARTNER, or such person as he or she shall designate, shall represent and act for the PARTNER.

10. SUSPENSION AND TERMINATION

The PARTNER, CSUEB and HTA shall have the right to suspend or to terminate this Agreement at any time by giving the other parties thirty (30) days written notice.

11. KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement, a PARTNER representative or his/her designee shall serve as the primary staff person of the PARTNER to undertake, render and oversee all of the services under this Agreement. This contract permits the PARTNER Information Technology personnel to provide CSUEB and HTA with requested data directly upon notification by the PARTNER representative or his/her designee.

12. NOTICES

All communications relating to the day-to-day activities of the project shall be exchanged between the designated PARTNER representative(s), CSUEB and HTA.

13. APPLICABLE

This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

CHABOT COLLEGE

Name/Title: Paulette Lino, Director of Admissions and Records

Date: _____

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Title: Melinda Matsuda, Interim Vice President of Student Services

Date: _____

Title: Susan Sperling, Ph.D., Chabot College President

Date: _____

CALIFORNIA STATE UNIVERSITY, EAST BAY

By: _____

Title: _____

Date: _____

HATCHUEL TABERNIK & ASSOCIATES

By: _____

Title: _____

Date: _____

Enclosures: Exhibit A

EXHIBIT A

DATA REQUEST

Chabot College Data Request

Project Description: The Hayward Promise Neighborhood Implementation grant requires reporting on specific outcomes mandated by the ED and as specified in the grant application. The report will examine a variety of data sets that the City, HPD, HUSD, the County and other service providers already collect and/or will be collecting.

The analysis will use:

- The Jackson Triangle neighborhood—defined as the area between Jackson, Harder, and Whitman (street address are attached in an excel file)

Student Data Request: We are requesting the following **individual level data and aggregate** for HPN students who are residents of the following geographic area, the Jackson Triangle. This is a comprehensive list of all data types that may be requested for evaluation purposes.

College-Wide Data

Column Header	Description	Level
College ID Number	W#	Jackson Triangle
Home Address		
Date of Birth		
Ethnicity		
Gender		
English Language Learner	“Is English your primary language?” on Admissions Application	
Disability	Learning, Physical, etc.	
Enrollment in	<ul style="list-style-type: none"> • Summer Youth Sports Program and STEM Summer Camp (locally-collected data) • TRIO Educational Talent Search (ETS) Program 	
Financial Aid Status	Yes receiving financial aid or No, not receiving financial aid	
Assessment Placement Level in English, Math and ESL	The number/percentage of HPN students who placed into basic skills and college-level English, Math and ESL courses (ACCUPLACER assessment test)	
Enrolled in developmental education courses	English, Math and ESL	
Transfers to 4 year IHL		
Certificates earned		
Associate degrees		

Other Program-Level Data

Program	Data & Other Indicators	Level
TRIO ASPIRE Program , HPN Chabot Students in ECD Workshops & Concurrently Enrolled HPN Students	W#	Jackson Triangle, or HPN-designated (Individual level)
	Home Address	
	Date of Birth	
	Ethnicity	
	Gender	
	English Language Learner	
	Disability: Learning, Physical, etc.	
	Attendance Records from ECD Workshops	
	Financial Aid Status: Yes awarded financial aid or No, not awarded financial aid	
	Assessment Placement Level in English, Math and ESL: The number/percentage of HPN students who placed into basic skills and college-level English, Math and ESL courses (ACCUPLACER assessment test)	
	Enrolled in developmental education courses: English, Math and ESL	
	Transfers to 4-year IHL	
	Certificates earned in HPN ECD Cohort	
	TRIO ASPIRE Annual Performance Report and Data	
TRIO ETS Program Data Query (Local program-level data)	HUSD Student ID#	Jackson Triangle – (Individual level)
	Home Address	
	Date of Birth	
	Ethnicity	
	Gender	
	English Language Learner	
	Disability: Learning, Physical, etc.	
	School Attendance Records from ECD Workshops	
	GPA's	
	Test Scores	
	Disciplinary Actions	
	Grades	
	Teacher Surveys	
Summer Youth Sports Program (SYSP) & STEM Summer Camp	Student Name	Jackson Triangle – (Individual level)
	Parent/Guardian Name	
	Home Address	
	Date of Birth	
	Ethnicity	
	Gender	
	Attendance Records	
	Parent Survey Results (collected by the program)	
Math/Science In-class Assessment Pre/Post		

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Program	Data & Other Indicators	Level
Faculty & Family Childcare Provider Workshops & Professional Development	Teacher Name Workshop/Session Title Units earned (if applicable) Hours attended (if applicable)	Project Participants