

MEMORANDUM OF UNDERSTANDING

**Between Napa Valley Community College District (NVCCD)
and
Napa Valley Unified School District (NVUSD)**

**Regarding
Federal TRIO Program Educational Talent Search**

September 1, 2019 through August 31, 2020

The Napa Valley Community College District (NVCCD) agrees to assist Napa Valley Unified School District (NVUSD) in providing supplemental student services at selected sites in the Napa Valley Unified School District (NVUSD). These services may include any or all of the following:

For the Educational Talent Search Program:

- 1) Academic advice and assistance in secondary school and college course selection;
- 2) Assistance in completing college admission and financial aid applications;
- 3) Assistance in preparing for college entrance examinations;
- 4) Guidance on secondary school reentry or entry to general educational development (GED) programs or other alternative education programs for secondary school dropouts;
- 5) Personal and career counseling;
- 6) Tutorial services;
- 7) Exposure (field trips) to college campuses as well as cultural events, academic programs and other sites or activities not usually available to disadvantaged youth. All field trips will be supervised by appropriately credentialed Educational Talent Search personnel.

Carrier, driver record, and insurance will be cleared with NVUSD Transportation Department for any program sponsored field trip that occurs during normal NVUSD instructional hours.

- 8) Talent Search permission slips will be completed and signed for each program participant for each event. NVUSD permission slips will be completed according to NVUSD procedures for each program participant traveling on an instructional day. For trips that take place on weekends, evenings, holidays, or during the summer program not sponsored by NVUSD, only the Talent Search permission slip will be used.

All required permission slips (NVUSD and NVCCD) will be completed by each participant's parent and signed copies will be distributed to 1) the school site, 2) the Talent Search office, and 3) carried on the field trip. At a school where a teacher's permission is required, signed copies will be distributed to 1) the school site, 2) the Talent Search office, and 3) carried on the field trip.

- 9) Workshops and counseling for parents of students served;

- 10) Mentoring programs involving elementary or secondary school teachers, faculty members at institutions of higher education, students, or any combination of such persons; and
- 11) Programs and activities as described in paragraphs 1) through 9) which are specifically designed for students of limited English proficiency.

Technology Services:

- 1) The NVUSD Technology Department will enable access to the Aeries student information system to the Talent Search Program;
- 2) Talent Search staff will be assigned network and Aeries passwords according to the standard NVUSD process. They are responsible to follow the Acceptable Use Policy guidelines for NVUSD employees;
- 3) NVUSD Technology Department will troubleshoot and maintain access and services related to the operation of the Aeries system, and will provide on-call technical support for any problems or issues related to Aeries functionality;
- 4) NVUSD will provide high speed Internet connectivity, virus scanning and web filtering to the Talent Search computers;
- 5) The computers that Talent Search provides for their own use within the NVUSD network will meet the minimum standards for equipment and networking capability of NVUSD. Talent Search will be responsible for maintaining their own equipment and peripherals in operating condition up to the minimum operating standards for NVUSD;
- 6) Help desk support for Aeries or other technology issues will be addressed by following the normal work order/technology support process in place at each site;
- 7) For technical support other than Aeries, NVUSD Technology Department will provide technical services, installation, maintenance, and upgrades for the Talent Search computers on a fee-basis rate of \$75 per hour plus materials, parts or software;
- 8) If Talent Search contracts with any outside provider for technical support on computers or peripherals that are connected to the NVUSD network, the Technology Department will be informed of the vendor, date and time that those services will be performed.

The NVUSD agrees to identify sites for delivery of selected services. Each site identified will designate an area for use by NVCCD/Talent Search personnel. NVUSD also agrees to appoint a contact person and to provide referrals for appropriate NVCCD/Talent Search services. In addition, NVUSD Transportation Department will provide carrier, insurance and driver record clearances for program sponsored field trips. Further, NVUSD will provide data processing assistance in obtaining student transcripts and progress reports for the purpose of academic monitoring, and lists of potentially eligible students for recruitment purposes.

It is understood that NVCCD is a postsecondary educational institution authorized to provide educational services to the residents of Napa County under the direction of the Board of Trustees. Accordingly, NVCCD will be responsible for all compensation and local, state and federal employment withholding taxes and workers compensation for its employees. NVUSD will be responsible for all compensation and local, state and federal withholding taxes and workers compensation for its employees.

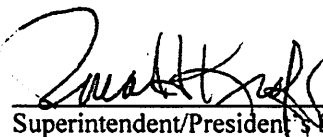
It is the intention of NVCCD and NVUSD that this memorandum of understanding be renewed annually until one of the parties calls for a review of the terms stated herein.

NVUSD will provide a safe workplace for NVCCD employees working on NVUSD premises to the same extent that it provides a safe workplace for NVUSD employees and students under the District Safety/Injury and Illness Prevention Program. NVCCD employees working on NVUSD premises are expected to be familiar with the Code of Safe Practices Handbook of the NVUSD Safety Program. NVCCD's failure to adhere to the NVUSD safety workplace rules and regulations shall be cause for termination of this agreement.

NVCCD agrees to indemnify and save NVUSD, its agents and employees, harmless from any and all claims, damage, costs in expenses in law or equity, including costs of suits and expenses for legal services caused by the independent acts of NVCCD, its agents or employees, in connection with the performance of this agreement and the use of NVUSD property. NVUSD agrees to indemnify and save NVCCD, its agents and employees, harmless from any and all claims, damage, costs, or expenses in law or equity, including costs of suits and expenses for legal services, caused by the independent acts of NVUSD, its agents or employees, in connection with the performance of this agreement and the use of its own property.

Napa Valley Community College District

Napa Valley Unified School District



Superintendent/President's Signature

DR. RONALD KRAFT

9-18-19

Date Signed

Superintendent's Signature

DR. ROSANNA MUCETTI

Date Signed

DATA SHARING AGREEMENT BETWEEN NAPA VALLEY UNIFIED SCHOOL DISTRICT AND NAPA VALLEY COMMUNITY COLLEGE DISTRICT

The Napa Valley Unified School District ("NVUSD" or "District") requires all partners requesting a Data Sharing Agreement to formalize their partnership with NVUSD by completing a Memorandum of Understanding/Agreement (MOU/A) or other formal contract.

This Data Sharing Agreement ("DSA" or "Agreement") is entered into between NVUSD, a local education agency and Napa Valley Community College Educational Talent Search (ETS) program ("Requestor" or "NVCC"), a community-based organization that provides academic and college advising services to District students.

This Agreement has the following overriding goals:

1. Preserving the anonymity of student identities, including assurance that identifiable student data is not released to third parties;
2. Enhancing the ability of the District and the Requestor to improve academic achievement for District students by allowing access to individual student records ("data") consistent with the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; and
3. Accurately measuring the District and the Requestor's progress toward improving student outcomes and indicators, and meeting set targets and other goals.

NOW, THEREFORE, THE DISTRICT AND Napa Valley Community College AGREE AS FOLLOWS:

I. OBLIGATIONS OF REQUESTOR

- a. The Requestor, representing all members, agents, officers, contractors and employees of its organization, shall ensure the confidentiality of student data through the following methods:
 1. The Requestor's data custodian(s) designated in Section I(d) shall complete the District's Data Stewardship Training annually.
 2. The Requestor shall update the list of enrolled students on a monthly basis to remove students who cease participating in the program.
 3. The Requestor shall strictly comply with all State and Federal laws that apply to the use and release of the data, including but not limited to FERPA and its regulations, set forth at 34 C.F.R. Part 99. When necessary to comply with FERPA, the Requestor shall procure the consent of parents, or eligible students, to the release and use of the data, and shall maintain and make written proof of parent, or student, consent available to the District.
 4. The Requestor shall comply with the re-disclosure limitations set forth in FERPA, including 34 C.F.R. § Part 99.33.
 5. The Requestor shall restrict access to the data only to (i) the person or persons who provide direct services to District students; or (ii) the person or persons within the Requestor's organization who have been tasked with analyzing the data. Requestor shall make those persons identified above aware of, and agree to abide by the terms set forth in this Agreement.
 6. The Requestor shall not release or otherwise reveal, directly or indirectly, the data to any individual, agency, entity, or third party not included in this Agreement, unless such disclosure is required by law or court order.
 7. The Requestor shall not distribute, reprint, alter, sell, assign, edit, modify or create derivative works or any ancillary materials from or with the data, other than publications permitted under Sections I(e) and I(f).
 8. The Requestor shall not use data shared under this Agreement for any purpose other than the goals outlined in this Agreement. Nothing in the Agreement shall be construed to authorize Requestor to have access to additional data from the District that is not included in the scope of

the Agreement (or addenda). Requestor understands that the Agreement does not convey ownership of the data to Requestor.

9. The Requestor shall take reasonable security precautions and protections to ensure that persons not authorized to view the data do not gain access to the data. Reasonable security precautions and protections include, but are not limited to:
- i. Creating, distributing, and implementing data governance policies and procedures which protect District data through appropriate administrative, technical, and physical security safeguards, and outline staff responsibilities for maintaining data security;
 - ii. Encrypting all District data carried on mobile computers/devices;
 - iii. Encrypting District data before it is transmitted electronically;
 - iv. Requiring that users be uniquely identified and authenticated before accessing District data;
 - v. Establish and enforce well-defined data privilege rights which restrict users' access to the data necessary for them to perform their job functions;
 - vi. Ensuring that all staff accessing District data sign an affidavit of nondisclosure, attached as Exhibit A, and maintain copies of signed affidavits;
 - vii. Securing access to any physical areas/electronic devices where sensitive data are stored;
 - viii. Installing a firewall to permit or deny network transmissions based upon a set of rules;
 - ix. Installing anti-virus software to protect the network.
- b. The Requestor shall report all known or suspected breaches of District data, in any format, to the District information technology department within one hour. The report shall include (1) the name, job title, and contact information of the person reporting the incident; (2) the name, job title, and contact information of the person who discovered the incident; (3) date and time the incident was discovered; (4) nature of the incident (e.g., system level electronic breach, an electronic breach of one computer or device, or a breach of hard copies of records; (5) a description of the information lost or compromised; (6) name of electronic system and possible interconnectivity with other systems; (7) storage medium from which information was lost or compromised; (8) controls in place to prevent unauthorized use of the lost or compromised information; (9) number of individuals potentially affected; and (10) whether law enforcement was contacted;
- c. The Requestor shall securely and permanently destroy the data, and any and all hard and soft (electronic) copies thereof, upon the termination of this agreement. Requestor agrees to require all employees, contractors, officers, members, or agents of any kind using the District data to comply with this provision. Requestor agrees to document the methods used to destroy the data, and upon request, provide certification to the District that the data has been destroyed;
- d. For purposes of this Agreement and ensuring Requestor's compliance with the terms of this Agreement and all application of state and Federal laws, Requestor designates Ramon Salceda (or an alternative designee specified in writing) as the temporary custodian of the data that the District shares with the Requestor. The District will release all data and information under this Agreement to said named temporary custodian. NVUSD Information Technology shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to the Agreement, including confirmation of the return or destruction of data as described below. The District or its agents may, upon request, review the records the Requestor is required to keep under this Agreement. The District designates its Executive Director of Achievement and Innovation as its liaison for all communications with the Requestor regarding this Agreement;
- e. The Requestor has the right consistent with scientific standards, to present, publish, or use student results it has gained in the course of its analysis, but only if the publication, presentation, or use does not include personally identifiable information of parents, students, or teachers, and is outside the bounds of a research study. Should the Requestor use or collect data for the purpose of conducting a research study, Requestor will separately submit a written request to the District.

10. Should the Requestor present, publish, or use student results it has gained in the course of its

analysis under Section I (e), Requestor shall adhere to the following terms:

- i. The Requestor shall not publish, present, or use reports that include a cell size of less than 10. Reports must mask these cells so that the results are not revealed;
- ii. Publications and reports of data and information shared, including preliminary descriptions and draft reports, shall involve only aggregate data and no personally identifiable information or other information that could lead to the identification of any student, parent, or teacher;
- iii. No less than 15 business days prior to public disclosure of its data analysis, Requestor will provide the District a manuscript or other draft of the proposed public disclosure. Within 15 business days following receipt thereof, the District will notify Requestor in writing if the proposed disclosure contains any confidential information and specify the portions of the proposed disclosure requiring redaction;
- iv. The Requestor shall provide the District, free of charge and within thirty (30) days, a copy of any report that is generated using the data;
- v. Reports or articles based on data obtained from NVUSD under this Agreement must include the following acknowledgment: "This report/article was made possible, in part, by the support of NVUSD. Opinions contained in this report/article reflect those of the author and do not necessarily reflect those of NVUSD." The District must also be cited as the source of the data in all tables, reports, presentations, and papers.

The Requestor acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the non-disclosure of protected student information constitute a just cause for the District to immediately terminate this Agreement.

II. OBLIGATIONS OF DISTRICT

During the term of this Agreement, the District shall:

- a. Prepare and deliver student demographic and academic data as defined in MOU Data File Description.
- b. Provide Data Stewardship Training for data custodian.

III. PAYMENT

No payments will be made under this agreement by either party.

IV. INDEMNIFICATION

a. NVCC agrees that to the fullest extent permitted by law, NVCC will hold harmless, defend, and indemnify the District, its agents, employees and board members from any liability, cost or expense, including without limitation penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, liens, and encumbrances, to the extent arising out of or resulting from any act or omission by the District under this DSA. The terms of this section shall survive termination of this DSA.

b. The District agrees that to the fullest extent permitted by law, the District will hold harmless, defend, and indemnify NVCC, its agents, employees, and board members from any liability, cost or expense, including without limitation penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, to the extent arising out of or resulting from any negligent act or omission by District under this DSA. The terms of this section shall survive termination of this DSA.

V. NOTICES

All notices contemplated or required under this DSA shall be in writing and delivered by hand or U.S. Mail as follows:

Napa Valley Unified School District
Mary Ann Valles, Assistant Superintendent
2425 Jefferson Street
Napa, CA 94558

Napa Valley Community College District
Ramon Salceda, Director ETS Program
2277 Napa Vallejo Hwy
Napa, CA 94558

VI. TERM

This DSA will allow for the District to provide the Requestor with student demographic and

academic data, as defined in the MOU, for the 2019-2020 school year. The DSA shall become effective on the date when the last party to sign has executed this DSA and shall remain in effect until June 30, 2020, unless terminated under the terms of Paragraph VII below.

VII. TERMINATION

The District may terminate this DSA, with 30 calendar days written notice to NVCC, at any time, for any reason. In addition, District may terminate This DSA at any time if it determines such action is necessary for the health, safety or education of students or staff. NVCC may terminate this DSA, with 90 calendar days written notice to the District, at any time, for any reason.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein.

IX. AMENDMENT

Modifications to this DSA must be in writing and signed by each party.

X. GOVERNING LAW

The terms of this DSA shall be interpreted according to and enforced under the laws of the State of California. The parties agree that any judicial proceedings filed by the parties regarding this Agreement will take place in Napa County, California.

XI. SEVERABILITY

If any provision of this DSA is held invalid or unenforceable, the remainder of the DSA will not be affected, but continue in full force.

XII. ASSIGNMENT

Neither party shall assign its rights or responsibilities under this Agreement, unless it receives written permission from the other party.

XIII. NON-WAIVER

Any express waiver or failure to exercise promptly any right under this DSA will not create a continuing waiver or any expectation of non-enforcement.

XIV. COUNTERPART

The parties agree that this DSA may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and that facsimile signatures shall be as effective and binding as original signatures.

XV. COOPERATION WITH DISTRICT OR STATE AUDITOR

Requestor agrees to provide reasonable cooperation with any inquiry by either the District or State Auditor relating to the performance of this contract. The District has the right to annually audit records of the Requestor relating to performance under this contract. Failure to cooperate may be cause for debarment from award of future contracts.