

**MEMORANDUM OF UNDERSTANDING BETWEEN CHABOT COLLEGE AND
HATCHUEL TABERNIK AND ASSOCIATES FOR ACCESS TO STUDENT DATA**

This AGREEMENT is made as of February 2, 2011, by and between the CHABOT COLLEGE (heretofore called "COLLEGE") and Hatchuel Tabernik and Associates ("HTA").

TERM: This AGREEMENT is made for the period of February 2, 2011 through August 31, 2011 for data to be used in analysis and development of the COMPREHENSIVE NEIGHBORHOOD REVITALIZATION PLAN FOR THE HAYWARD PROMISE NEIGHBORHOOD PROJECT. The term of this agreement can be extended in writing and signed by the COLLEGE.

RECITALS

WHEREAS, HTA provides consulting services including grant writing, evaluation, training, planning and information technology services to non profit, city and county governments, public schools and other public or private entities;

WHEREAS, HTA is contracted on behalf of School Districts and community organizations working in schools to conduct one or more evaluations of multiple projects within districts and their schools, HTA hereby submits the following request for data from the COLLEGE.

WHEREAS one or more comprehensive evaluations of programs in the COLLEGE can benefit school personnel, affiliated nonprofit agencies (if any), and the youth they serve and is most often required by Federal, State, and private funders.

NOW, THEREFORE, the parties agree as follows:

1. RENDITION OF SERVICES

The COLLEGE 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 COLLEGE'S services shall consist of services outlined in Subaward Agreements 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. HTA'S USE OF DISTRICT INFORMATION

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

- 1.) Program evaluation and reporting requirements for grants benefiting COLLEGE students
- 2.) Meta analyses and White Papers for policy makers and other practitioners in the field

Such information will not be used for commercial purposes or uses that may be inappropriate as determined by the COLLEGE. 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 the COLLEGE, in its sole discretion, at any time during the term of this agreement, deems HTA's use of the information provided by the COLLEGE to be inappropriate or not in keeping with the terms of this agreement, the COLLEGE may immediately cancel the agreement and require HTA to immediately return and cease use of the information.

4. CONFIDENTIALITY OF STUDENT DATA

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

HTA agrees to comply and to require its 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.

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.

HTA agrees to inform all its 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.

5. PROVISION OF STUDENT DATA

The COLLEGE will provide HTA with student data for evaluation purposes.. It is assumed that the COLLEGE has student permissions to use data for evaluation purposes and that obtaining permission for data provided to HTA is the responsibility of the COLLEGE. A formal data request (example in Exhibit A) will be submitted by HTA for each school year and for each project or cluster of projects that HTA is contracted to evaluate. These requests will outline types of data requested, time period pertaining to data, and due dates. HTA will attempt to streamline data requests, especially those that involve multiple projects, so as to make data downloads time and labor efficient.

6. DATA CODING RULES AND PROCEDURES FOR DATA DELIVERY

When the COLLEGE is responsible for transferring data to 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 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.

7. SECURITY OF STUDENT DATA

The Student 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.

8. COLLEGE'S STATUS

Neither HTA nor any party contracting with the HTA shall be deemed to be an agent or employee of the Chabot-Las Positas Community College District (CLPCCD).

9. COLLEGE REPRESENTATIVE

Except when approval or other action is required to be given or taken by the CLPCCD Board of Trustees, the Chancellor shall appoint the President of the COLLEGE or President's designee, to act on behalf of the COLLEGE.

Memorandum of Understanding Regarding Release of Student Level Data

10. SUSPENSION AND TERMINATION

The COLLEGE and HTA shall have the right to suspend or to terminate this Agreement at any time by giving the other party 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 COLLEGE representative or his/her designee shall serve as the primary staff person of the COLLEGE to undertake, render and oversee all of the services under this Agreement. This MOU permits the COLLEGE Office of Institutional Research to provide HTA with requested data directly upon notification by the COLLEGE 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 COLLEGE representative(s) 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: _____

Title: Dr. Howard Irvin, Vice President of Student Services

Date: _____

Title: Lorenzo Legaspi, Vice Chancellor of Business Services
Chabot-Las Positas Community College District

Date: _____

Memorandum of Understanding Regarding Release of Student Level Data

HATCHUEL TABERNIK AND ASSOCIATES

A handwritten signature in black ink, appearing to be 'TT' or similar initials, written in a cursive style.

By: Tim Tabernik

Title: President

Date: February 2, 2011

Enclosures: Exhibit A

EXHIBIT A

Chabot College Data Request

Project Description: The Promise Neighborhood grant requires both a Data Assessment and a Data Segmentation Analysis. The analysis will look at variety of data sets that the City, HPD, HUSD, the County and other service providers already collect.

The analysis will use three geographies:

- The Jackson Triangle neighborhood—defined as the area between Jackson, Harder, and Whitman (street address are attached in an excel file)
- the Jackson Triangle plus census tracts (4377 and 4378) immediately adjacent on the southern edge of Jackson Triangle (street address for these two census tracts are attached)
- Hayward—the City as a whole

Data will be segmented by the following demographic / socioeconomic categories (as appropriate):

- Age
- Ethnicity
- Gender
- English Language Learners
- Socio economic status (when available)
- School level
- School attended
- Students with Disabilities
- Parental Educational attainment (when available)

Student Data Request: We are requesting the following individual level data for students who are residents of the following geographic area, the Jackson Triangle, Census Tracts 4377 and 4378, and Hayward registered for the years 2008/09 and 2009/10.

Column Header	Description	Level
Home Address		Jackson Triangle CT: 4377 and 4378 Hayward
Age	Years	
Ethnicity		
Gender		
English Language Learner	“Is English your primary language?”	
	NOT AVAILABLE	
Disability	Learning, Physical, etc.	
School Attended	Chabot or Las Positas	
Enrollment in Special Programs	<ul style="list-style-type: none"> • Learning Community (Puente and Daraja) • Early Childhood Education Spanish-speaking cohort • EOPS • TRIO ASPIRE • TRIO ETS • CalWORKS 	
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 students who placed into basic skills and college-level English, Math and ESL courses (ACCUPLACER assessment test)	
Enrolled in remedial classes	English, Math and ESL	
Transfers to 4 year IHL		
Certificates earned	By program	
Associate degrees earned	By program	

Memorandum of Understanding Regarding Release of Student Level Data

Service Data Request: We are requesting the following aggregated data for community members who are residents of the following geographic area, the Jackson Triangle, Census Tracts 4377 and 4378, and Hayward received services during the years 2008/09 and 2009/10.

Column Header	Description	Level
Health Services	Total number served by type of services received	Jackson Triangle
Dental Services	Total number served by type of services received	CT: 4377 and 4378
Chabot Child Center	Total number served by type of services received	Hayward