

**AGREEMENT GOVERNING RELEASE OF STUDENT INFORMATION BETWEEN  
WEST HILLS COMMUNITY COLLEGE DISTRICT AND  
LEMOORE UNION HIGH SCHOOL DISTRICT**

This Memorandum of Understanding ("MOU" or "Agreement") is made and entered into as of this date, May 24, 2018, by and between the West Hills Community College District, 9900 Cody St. Coalinga, CA 93210 (hereinafter "District") and Lemoore Union High School District, 5 Powell Avenue, Lemoore, CA 93245, a local feeder High School located in the West Hills service area (hereinafter "Recipient"), collectively known as "the Parties." Subject to approval by their respective Governing Boards, the Parties agree:

1. **TERM.** The term of this Agreement shall be three (3) years, commencing on the effective date of this agreement, unless terminated sooner in accordance with the terms of this Agreement (the "Term").
2. **TERMINATION.** The Parties reserve the right to terminate this Agreement at any time by providing a thirty (30) day written notice to the other party. Upon termination, Recipient agrees to destroy all student data files received under this Agreement within three (3) days.
3. **SCOPE AND PURPOSE.** This written Agreement is made pursuant to the Family Education Rights and Privacy Act ("FERPA"), permitting the disclosure of student information under the "studies exception," 20 U.S.C. 1232g(b) (1)(F). Under this Agreement, District shall disclose to Recipient the personally identifiable information ("PII") of District students for the study, tracking, and evaluation of postsecondary success of students formerly enrolled with Recipient. Recipient is permitted to match student record data obtained via this Agreement with their own records in order to generate longitudinal tracking on student success and progress for the purpose of (a) developing, validating, or administering predictive tests; (b) administering student aid programs; or (c) improving instruction (34 C.F.R. 99.31 (a)(6).) Use of student information provided under this Agreement for any purposes other than those permitted under this Agreement is prohibited.
4. **OBLIGATIONS OF THE PARTIES.** District agrees to release to Recipient that PII relating to students who have been identified as previously enrolled with Recipient. Recipient agrees to provide District with the results of all research and analysis derived from this shared data for the purposes of improving student placement and instruction by District. Recipient agrees to obtain authorization from District prior to publishing to any third parties any research results based on information obtained under this agreement. Recipient shall ensure all studies are conducted in a manner that does not permit personal identification of parents and students by individuals other than employees of Recipient with Legitimate interests in the information.
5. **STUDENT PII TO BE DISCLOSED.** The Parties agree that the following non-exclusive list of student PII elements may be disclosed under this Agreement:
  - Name (first and Last)
  - Student Identification
  - Application Data
  - Assessment methods, scores, and results
  - Student Success and Support Program (SSSP) participation status
  - Priority Enrollment Status
  - Transfer/Job Placement Outcomes

- Academic Records, including: Course enrollment, Grades, GPA, Degree and/or Certificate Completion, Program of study
- Student Demographics, including: Age, Date of Birth, Gender, Ethnicity, First Generation status, Economically Disadvantaged status

This information shall be disclosed in a secure and mutually agreed upon format. Recipient is responsible for identifying authorized users and ensuring users are qualified to handle confidential information. District shall be notified within thirty (30) days of any personnel changes effecting access to this information. District reserves the right to withhold any or all of the specified student PII at any time.

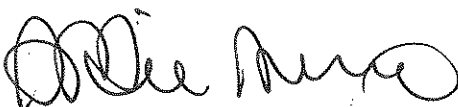
- 6. CONFIDENTIALITY.** Recipient has been provided with notice that it is strictly prohibited from disclosing student education records, or PII contained in student education records. (34 CFR 99.33(d).) Recipient agrees to store data in a secure and confidential manner, and that only those personnel employed by Recipient who are proficient in handling secure, confidential student data and who have a legitimate interest in reviewing and analyzing the data for the purposes set forth in this Agreement will be permitted access.
- 7. DATA SECURITY.** Recipient confirms they employ reasonable practices to ensure that all data is protected. Recipient acknowledges that, pursuant to the requirements of the California Information Practices Act (Civil Code 1798.29), District has an obligation to disclose any security breach of data owned or licensed by District to any resident of California following discovery or notification of a breach in the security of the data. Recipient agrees that, in the unlikely event that student PII is exposed while in the custody and control of Recipient, Recipient will notify District within seventy-two (72) hours of the discovery of the breach.
- 8. NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certificated mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing is not signed for.
- 9. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. This Agreement may only be modified or amended if the amendment is made in writing and signed by both parties.
- 10. SIGNATORIES.** Each of the persons signing this Agreement on behalf of a Party represents that he or she has authority to sign on behalf and to bind such Party. This Agreement shall be effective as of the date first written above.

**West Hills community College District Representative:**

By: \_\_\_\_\_  
Title

Date: \_\_\_\_\_

**Lemoore Union High School District Representative:**

By:  \_\_\_\_\_  
Title

Date: 5/8/18