



## MEMORANDUM OF UNDERSTANDING FOR THE SHARING OF DATA

This Memorandum of Understanding for the Sharing of Data, herein referred to as “MOU,” is entered into by and between the Parties of the Contra Costa Adult Education Consortium (“Consortium”) as listed in **Exhibit A** and those entities who elect to accept its terms pursuant to Section 11 herein (herein collectively “Educational Institutions” or “Parties”). The Consortia Members, as listed in Exhibit A, agree to the minimum standards, practices, workflow and data definitions as established herein, in the use of the third-party data system, CommunityPro Suite (CPS) as provided and as updated by PARIN (“Vendor”).

### I. BACKGROUND

The Consortium desires to create a digital referral, tracking and support system that focuses on increasing the academic and long-term vocational success and retention of underserved and underrepresented students and adult learners. This system will be student-centered, seamless, and will provide necessary supports to diminish barriers to success, with goals set by students and interested prospective students. This system will be rooted in data-driven metrics, and outcomes will be reached quickly and efficiently; aggregate reporting from the system will provide increased insights for administrators, practitioners, stakeholders and interested community members with improved transparency to challenges and successes. This streamlined, informed approach will allow front-line professionals to deliver educational services and workforce development supports in a continuum of care that is effective, respectful, and always improving. This development process has been underway for some time, and the following is a synopsis to assist in summarizing the history, to give context to this MOU:

1. **LiteracyPro Systems (LPS) contract and extension** – The initial contract was between the Contra Costa County Office of Education (CCCOE), on behalf of the consortium, and the third-party data system vendor, LiteracyPro Systems (LPS) (“Vendor”) to use CommunityPro Suite (CPS). The effective date was April 9<sup>th</sup>, 2018 and the extension is through December 31<sup>st</sup> 2023.
2. **Digital Sharing Service Agreement (DSSA)** – The DSSA is the agreement between *each individual institution/district* and the vendor. The DSSA references that each institution is a member of the following Consortia, Partnership, and/or Initiatives: Contra Costa Adult Education Consortium (“Consortium”); Workforce Development Board of Contra Costa County (“Partnership”), but it ***does not create an agreement between these entities***, as it is not the Vendor’s responsibility to do so—this creates the need and intent for this MOU.

CCCAEC Member Agencies identified through stakeholder information processes that included: Strategic Planning Sessions, Annual Plan Development, and Focus Groups that gaps existed in common definitions and student flow that were preventing implementation and system use. This led the CCCAEC Member Agencies to vote to create a Task Force to create the “*CCCAEC Consortia Member Agency Data Sharing MOU.*”

3. **CCCAEC Consortia Member Agency Data Sharing MOU** – This is the proposed agreement that is solely between consortia members. The proposed MOU is parallel to the contract with the Vendor, as no agreement currently exists between consortia members to share data. Signing the proposed MOU aims to meet the following long-term goals:
  - A. Establish minimum standards for the use of CPS by Member Agencies, including common definitions of data, process documentation and student flow, and details how referrals should be made between member agencies.
  - B. Create a “single release” model to facilitate Transition Specialist efforts.
  - C. Produce reporting and visualization from multiple sources that is not otherwise available, informing and measuring consortia efforts countywide.
  - D. Implement the cloud-based system. The Vendor is *System and Organization Controls 2 (SOC 2)* certified; this is a third-party audit to attest to the trustworthiness of services in outsourced solutions that store sensitive customer data online.
  - E. Consortia members may also elect to use the data in the future in partnership with each other to seek grant or other funding opportunities.
4. **Third party data sharing system** – Consortia Members, as listed in Exhibit A, agree to the minimum standards, practices, work flow and data definitions as established herein, in the use of the third-party data system, CommunityPro Suite (CPS) as provided and updated by Vendor.
5. **Vendor change** – CommunityPro Suite (CPS) has very recently sold by LiteracyPro Systems (LPS) and acquired by [PARIN](#). All DSSAs, contracts, extensions or other agreements remain in full effect. Customer service, training, FAQ, documentation, trouble ticket and other systems and current staff remain exactly the same in transition between LiteracyPro to PARIN to support the CPS system use and implementation by Consortia Members.

## II. PREAMBLE

**WHEREAS**, the purpose of the agreement is to facilitate the collection, analysis, and sharing of student data in order to track performance and improve student success. This MOU aims to specifically accomplish this by sharing information so that the Parties can streamline admissions processes, lower obstacles to entry, record barriers to employment, and track transitions between Consortia Members (Exhibit A). In addition, this shall include all current and future state or other related mandated Educational Institution reporting. To that end, the Parties agree to strictly use the data under this MOU and agree that it complies with the requirements of Education Code sections 49076 and 49076.5, as amended by AB 733 and AB 1584, the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99, as amended), and Student Online Personal Information Protection Act<sup>1</sup> ("SOPIPA") (California Business and Professions Code section 22584), and other state and federal laws and regulations regarding educational or health records (including the Health Information Portability and Privacy Act of 1996 ("HIPAA")) governing data privacy and confidentiality, and further agree to adhere to the requirements of such laws and regulations in carrying out their responsibilities under this MOU.

The Parties to this MOU desire to study, evaluate and improve their respective educational programs through the analysis of academic performance data concerning students who have or who are now attending an Educational Institution. The consortia wishes to determine best practices and effective approaches to create more impact while serving mutual student populations. It is necessary, therefore, for the Parties to share student data on a reciprocal basis for the purpose of evaluating and analyzing the extent to which their respective educational programs improve post-secondary student outcomes.

**THEREFORE**, the Educational Institutions agree to the following terms of this MOU:

## III. AGREEMENT

- A. Data Sharing. The Parties shall provide one another with academic data concerning their respective students ("Data"). The Data shall be provided in the manner and form as specified by the CCCAEC Data Sharing MOU. The CCCAEC Data Sharing MOU may be amended from time to time by the Steering Committee of the Consortium. The Data shall be used only for conducting studies and to assist with the evaluation, design, and delivery of the Parties' educational programs. The Data may include personally identifiable information such as names, date of birth, gender, and ethnicity as well as admissions information, terms of enrollment, courses, transcripts, and grades. Any Data received pursuant to this Memorandum shall be destroyed when it is no longer needed for the studies and no later than ten years from the last date of use or access.
- B. Ownership of the Data. The Parties agree that Data shall be solely owned by the Educational Institution which originally provided the Data.

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<sup>1</sup> State of California. SB-1177 (2014). [https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=201320140SB1177](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140SB1177)

C. Access to Data. As applicable, the Parties shall provide a means by which an authorized employee or agent of the Educational Institution can search and export Data through reasonable procedures such that Educational Institution can respond to a parent, legal guardian, or eligible student who seeks to review and has demonstrated legal access to personally identifiable information on the pupil's records or correct erroneous information. The foregoing notwithstanding, the Parties shall cooperate with that Educational Institution to help insure that this record correction will be consistent with that Educational Institution's policies regarding record correction.

D. Third Party Access. The Parties shall not distribute Data to any third party without the explicit written consent of the Educational Institutions or as permitted by this MOU, unless required by law. The Parties shall collectively and individually ensure that third parties meet all provisions as outlined in this MOU. The Parties will help insure that any subcontractor or sub-processor that it engages to process store or access Data has adequate technical security and organizational measures in place to keep Data secure and to comply with the terms of this MOU.

E. Confidentiality. Each Educational Institution shall designate the Parties as "School Officials" for purposes of confidentiality and data privacy laws. The Educational Institutions will maintain the confidentiality of any and all Data exchanged by each as a part of this MOU. The confidentiality 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 Data processed, stored, or transmitted under this MOU, Educational Institutions shall establish a system of safeguards that will at minimum include the following:

- i. Secure Storage of Confidential Data. Procedures and systems that ensure all student records are kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said Data.
- ii. Identified Staff Access. All designated staff and faculty ("School Officials") at consortium Educational Institutions involved in the handling, transmittal, and/or processing of Data will be required to receive confidentiality training relating to the proper use, storage, transmission, access, and destruction of protected digital and hardcopy records.

Identified staff will execute a confidentiality agreement requiring said personnel to maintain the confidentiality of all student related personally identifiable information. A copy of this signed agreement for each designated staff and faculty that is involved with handling or accessing data will be kept on file at all times, stored at each institution. A sample of this form is Exhibit H, "*Sample Staff Confidentiality Form*."

- iii. Need to Know Access. Access to any personally identifiable information included in the Data shall be restricted to School Officials with a legitimate need for access in order to carry out the purposes set forth in this MOU.
- iv. Password Protection. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit Data.
- v. Password Maintenance. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit Data. This shall include regularly updating passwords, and other standard digital security practices.
- vi. Removal of Access. When identified School Officials have left their position, or are separated from said position, their access will be immediately removed from the system, by disabling account access.
- vii. Secure Storage and Transmission. Procedures and systems that ensure that all confidential Data processed, stored, and/or transmitted under the provisions of this MOU shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- viii. Consortia Member Access. Each Consortia Member Agency (Exhibit A) acknowledges that they will only receive access to shared data systems insofar as they have signed this agreement. Members will not receive access to Data until they have signed the agreement (Exhibit B) and will only continue to have access if such a signed agreement remains in place (Section 9, “Effective Date and Period of Performance”).
- ix. Compliance with Standards. The procedures and systems developed and implemented to process, store, or transmit Data provided under this MOU shall ensure that any and all disclosures of confidential student data comply with all provisions of the “Family Educational Rights and Privacy Act” and California law relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act insofar as such laws are applicable to the Parties to this MOU.
- x. Data Breach. Upon becoming aware of any unlawful or unauthorized access to academic data shared pursuant to this MOU, each Party will take the following measures:
  - Notify. Promptly notify the impacted Educational Institution of the suspected or actual incident.
  - Investigate. Promptly investigate the incident and provide the

Educational Institution with detailed information regarding the incident, including the identity of the affected users.

- Assist. To the extent possible, immediately and rapidly assist the Educational Institution in notifying the affected users, affected persons legal guardians of commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident.

#### F. Indemnification

Each Party agrees to defend, indemnify, and hold each other Party, its officers, employees, and agents harmless from and against any liability, loss, expense (including attorneys' fees), or claims of injury or damages arising out of the performance of the terms of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying Educational Institution, and/or its officers, employees or agents.

#### G. Entire Agreement

This document states the entire agreement between the Educational Institutions with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

#### H. Execution

Each of the persons signing this MOU on behalf of a Party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such Party.

#### I. Assignment

None of the signatories to this MOU may assign their rights, duties, or obligations under this MOU, either in whole or in part, without the prior written consent of the other signatories to this MOU.

#### J. Severability

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.

#### K. 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.

#### L. Modification and Amendments

This MOU may be amended or modified at any time by written mutual agreement of the authorized representatives of the signatories to this MOU. The Educational Institutions further agree to amend this MOU to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this MOU. However, if new laws, policies, or regulations applicable to the Educational Institutions are implemented which materially affect the intent of the provision of this MOU, the authorized representatives of the signatories to this MOU shall meet within a reasonable period of time, e.g. thirty (30) business days from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

#### M. Effective Date and Period of Performance

This MOU shall be in effect as of the date set forth below, executing when each Consortia Member Agency (as listed in Exhibit A) signs their signature block of the agreement (Exhibit B), and is executed upon the date of receipt by the Consortia Manager.

- i. Future Partners. Additional Educational Institutions may join the agreement pursuant to Section 11, below.
- ii. Termination. Any Party may terminate its participation by delivering written notice to the other Parties no less than thirty (30) days prior to its intent to terminate the agreement. Upon termination, the Consortia Member Agency that has terminated will no longer have access to any mutual systems or Data contained within them. Data or duplicates of Data belonging to the terminating Party shall be destroyed within a reasonable time following the notice of termination. However, termination by any participant(s) listed as a Party will have no force or effect on the rights and responsibilities as to the remaining Parties.
- iii. Auto renewal. This agreement shall automatically renew on an annual basis if the from July 1st of each year until June 30th unless the parties notify each other in writing, with 30 days' notice of their intent to terminate the agreement. Upon January 1<sup>st</sup>, 2024, where a new Data sharing system may be considered, the agreement between Parties terminates, and a review and approval is required by Member Agencies (Exhibit A), with an

extension/renewal or discontinuance decided upon by the CCCAEC Steering Committee.

2. Joining of Other Parties

Any high school district, unified school district, community college district, or WASC accredited public or private four-year college or university located in California may become a Party to this MOU with a resolution of approval by the Steering Committee of the Contra Costa Adult Education Consortium and the execution of a joinder agreement, the form of which is attached hereto as **Exhibit C**.



## **EXHIBIT A**

### **CONSORTIUM MEMBERS AND MANAGEMENT**

#### **Consortia Member Agencies**

Adult Education Programs and the Community College system each play a critical role in the continued economic success of the State of California. This Memorandum of Understanding for the Sharing of Data between our partner agencies presents an unparalleled opportunity to identify strategies to streamline and improve the work performed by Consortia members. The goal is to rethink and redesign an educational system that creates seamless transitions for students across Adult Schools and Community Colleges to accelerate academic and career success. The Contra Costa County Adult Education Consortium (CCCAEC) is one consortium taking up this charge. It consists of one community college district, seven school districts, and the office of education in the county. This implementation consists of an inter-agency partnership with the following Member Agencies:

- Acalanes Union High School District
- Antioch Unified School District
- Contra Costa Community College District
- Contra Costa County Office of Education
- Liberty Union High School District
- Martinez Unified School District
- Mt. Diablo Unified School District
- Pittsburg Unified School District
- West Contra Costa Unified School District

#### **Consortia Manager**

The Contra Costa County Adult Education Consortium Member agencies, listed above, contracts Resource Development Associates (RDA), who currently serves as our Consortia Manager. RDA is a consulting firm based in Oakland, California, that serves government and nonprofit organizations throughout California as well as other states. RDA supports the Consortia through an integrated approach to strategic planning, organizational development, and evaluation.

**EXHIBIT B**

**IN WITNESS WHEREOF**, this Memorandum of Understanding for the Sharing of Data is entered into on the respective dates set forth below by the Parties, intending to be legally bound, have cause their proper and duly authorized officers to execute and deliver this agreement, to be effective as of the date signed below. The Consortia Members, as listed in Exhibit A, agree to the minimum standards, practices, workflow and data definitions as established herein, in the use of the third-party data system, CommunityPro Suite (CPS) as provided and as updated by Vendor.

[EDUCATION INSTITUTION NAME, LEGAL MAILING ADDRESS]

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

**EXHIBIT C**

**JOINDER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING FOR  
DATA SHARING**

This Joinder agreement ("Agreement") is made as of (the "Effective Date", as signed below) by and between \_\_\_\_\_ ("Education Institution"), and the { } Consortium for Adult Education ("Consortium", along with Education Institution, the "Parties") pursuant to the Memorandum of Understanding for the Sharing of Data (the "MOU").

**WHEREAS**, Per section 11 of the MOU, any high school district, unified school district, community college district, or WASC accredited public or private four-year college or university located in California may become a party to the MOU through execution of this Agreement;

**WHEREAS**, the Education Institution has reviewed the terms of the MOU and desires to be legally bound thereby, and agrees to the minimum standards, practices, workflow and data definitions as established herein, in the use of the third-party data system, CommunityPro Suite (CPS) as provided and as updated by Vendor; and

**WHEREAS**, the Consortium has adopted a resolution approving the Education Institution's joinder to the MOU at a Steering Committee Meeting.

**NOW THEREFORE**, for and in consideration of the promises herein contained and intending to be legally bound, the Education Institution hereby acknowledges, consents to, joins in and agrees to be bound by the MOU and all of the terms and conditions thereof.

**IN WITNESS WHEREOF**, this Joinder Agreement to the Memorandum of Understanding for the Sharing of Data is entered into on the respective dates set forth below by the Parties.

[EDUCATION INSTITUTION NAME, LEGAL MAILING ADDRESS]

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

## **EXHIBIT D**

### **EMPLOYMENT BARRIERS – DATA ELEMENT DICTIONARY (DED)**

In order to have actionable data, consistent reporting, and useful dashboards for evaluation purposes, Parties therefore must agree to collect the same information in the same way, and this begins by using the same definitions. The following Data Element Dictionary (DED) will need to be reviewed and updated at the very least on an annual basis, to keep up with changing standards and definitions.

#### **Cultural Barriers**

Record if the participant perceives him or herself as possessing attitudes, beliefs, customs or practices that influence a way of thinking, acting or working that may serve as a hindrance to employment

- WIOA federal definition
- Instead of asking learners—is this collected by staff, or collected automatically (i.e. triggered by enrollment in ESL classes)
- Task Force members → homework → come up with examples before next meeting

#### **Disabled / Individual with a Disability**

Record if the participant indicates that s/he has any "disability", as defined in the Americans with Disabilities Act of 1990. A "disability" is a physical or mental impairment that substantially limits one or more of the person's major life activities.

#### **Displaced Homemaker**

Record if the participant has been providing unpaid services to family members in the home and who: Has been dependent on the income of another family member but is no longer supported by that income, or Is the dependent spouse of a member of the Armed Forces on active duty and whose family income is significantly reduced because of a deployment, a permanent change of station, or the service-connected death or disability of the member **and** is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

#### **English Language Learner**

The participant is a person who has limited ability in speaking, reading, writing or understanding the English language and also meets at least one of the following two conditions (a) his or her native language is a language other than English, or (b) he or she lives in a family or community environment where a language other than English is the dominant language.

- Note: instead of asking students/learners—this will be either collected by staff, or collected **automatically** (i.e. triggered by enrollment in ESL classes).

### **Ex-Offender / Formerly Incarcerated / Justice Involved**

The participant is a person who either (a) has been subject to any stage of the criminal justice process for committing a status offense or delinquent act, or (b) requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction for committing delinquent acts, such as crimes against persons, crimes against property, status offenses, or other crimes.

### **Foster Care - Current or Former Participant**

Record if the participant is a person who is currently in foster care or has aged out of the foster care system.

### **Housing Insecure**

The individual: Lacks a fixed, regular, and adequate nighttime residence. This includes: Sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; Living in a motel, hotel, trailer park, or campground due to a lack of alternative adequate accommodations. Living in an emergency or transitional shelter. Abandoned in a hospital. Awaiting foster care placement Has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, such as a car, park, abandoned building, bus or train station, airport, or camping ground Is a migratory child who in the preceding 36 months was required to move from one school district to another due to changes in the parent's or parent's spouse's seasonal employment in agriculture, dairy, or fishing work. Is under 18 years of age and absents himself or herself from home or place of legal residence without the permission of his or her family (i.e., runaway youth). This definition does not include an individual imprisoned or detained under an Act of Congress or State law. An individual who may be sleeping in a temporary accommodation while away from home should not, as a result of that alone, be recorded as homeless.

### **Long Term Unemployed**

The participant has been unemployed for 27 or more consecutive weeks at program entry.

### **Low Income**

The participant is a person who in the 6 months prior to application to the program has received, or is a member of a family that is receiving:

- Assistance through the Supplemental Nutrition Assistance Program (SNAP) under the Food and Nutrition Act;
- Assistance through the Temporary Assistance for Needy Families (TANF) program under part A of Title IV of the Social Security Act;
- Assistance through the supplemental security income program under Title XVI of the Social Security Act or state or local income-based public assistance;
- Is in a family with total family income that does not exceed the higher of the poverty line or 70% of the lower living standard income level.
- Is a youth who receives, or is eligible to receive a free or reduced price lunch under the Richard B. Russell National School Lunch Act. Is a foster child on behalf of whom State or local government payments are made. Is an individual with a disability whose own income is the poverty line but who is a member of a family whose income does not meet

- this requirement. Is a homeless individual or a homeless child or youth or runaway youth;
- Is a student that receives needs-based support services from the Extended Opportunity Programs and Services (EOPS) program;
  - Is a California Promise Grant recipient (formerly known as the Board of Governors Fee Waiver); or
  - Is a youth living in a high-poverty area.

### **Low Levels of Literacy**

The participant is unable to read, write, and speak in English; compute and solve problems at levels of proficiency necessary to function on the job, in the family of the participant, or in society.

### **Migrant Farmworker**

The participant is a seasonal farmworker and whose agricultural labor requires travel to a job site such that the farmworker is unable to return to a permanent place of residence within the same day. A dependent of the person described above

### **No TANF in 2 Years or Less**

Record if the participant is within 2 years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act.

### **Runaway Youth**

Homeless or runaway youth—The participant lacks a fixed, regular, and adequate nighttime residence; has a primary nighttime residence that is a public or private place Technical Assistance Guide for Performance Accountability - National Reporting System for Adult Education 42 Chapter II. National Reporting System Performance Indicators, Measures, and Data Collection Methods not designed for or ordinarily used as a regular sleeping accommodation for human beings; is a migratory child who in the preceding 36 months was required to move from one school district to another due to changes in the parent's or parent's spouse's seasonal employment in agriculture, dairy, or fishing work; or is under 18 years of age and absents himself or herself from home or place of legal residence without the permission of his or her family (i.e., runaway youth). However, a participant who may be sleeping in a temporary accommodation while away from home should not, as a result of that fact alone, be recorded as homeless.

### **Seasonal Farmworker**

The participant is a low-income individual who for the 12 consecutive months out of the 24 months prior to application for the program involved, has been primarily employed in agriculture or fish farming labor that is characterized by chronic unemployment or underemployment; and faces multiple barriers to economic self-sufficiency A dependent of the person described above.

### **Single Parent (incl. single pregnant women)**

The participant is single, separated, divorced or a widowed individual who has primary responsibility for one or more dependent children under age 18 (including single pregnant women).

## **EXHIBIT E**

### **WORKFLOW / SYSTEM USE**

In order to have actionable data, consistent reporting, and useful dashboards for evaluation purposes, Parties therefore must agree to collect the same information in the same way, and this begins by using the same definitions, described in Exhibit D, above. The process continues with Workflow, described in this section. Parties agree to use the system following the same minimum standards. This Workflow section will need to be reviewed and updated at the very least on an annual basis, to keep up with changing standards and definitions.

The Consortia Members, as listed in Exhibit A, agree to the minimum standards, practices, workflow and data definitions as established herein, in the use of the third-party data system, CommunityPro Suite (CPS) as provided and as updated by Vendor.

#### **Workflow: Responsible Staff**

The following section is for Transition Specialists (TS), their respective supervisors, and CCCAEC Administrators; all Parties agree on the following minimum standards of use and workflow.

#### **Process prior to TS:**

If all of the following steps are performed, the TS can find any student in CommunityPro through the search function.

1. Classes are set up in ASAP, including Transition Classes
2. Students enroll in those classes before taking the class
3. Students who are inquiring about class, are sent enrollment form are still enrolled even for 1 hour touchpoints
4. Enrolling = student record is created in ASAP
5. ASAP records are automatically transmitted to CommunityPro nightly

#### **Step-by-step workflow for TS:**

1. Login to CPS
2. Recommended step: Check the Announcements box on the dashboard (i.e. main page/home page) for any updates or messages

3. Click "[Search All Customers](#)" link
4. Note that you can search by any of the following:
  - a. Name
  - b. Birthdate
  - c. Phone
  - d. E-mail (*note: DED defines using personal, not school e-mail addresses*)
  - e. Customer ID (*note: CPS ID, not ASAP, Colleague, etc. ID#*)

***Note: improved data integration has led to improved search speeds, the manual consolidation process is eliminated, de-duplicate records, and more accurate reports.***

5. Select the correct Customer from the search results at the bottom of the page (*note: click on the last name to select*)
6. On the next page, confirm that the information on the "Customer Workflow Review" page (aka Review Quick Intake) is correct (*note: employment barrier information may change over time*).
7. **If Adult Education TS / Staff:** If TS need to make any changes, the ASAP clerk must be notified;

**If Community College TS / Staff:** if the student is at the college, TS to complete the Customer Workflow Review as fully as possible, including:

- a. Make any updates;
- b. Complete any fields that are blank, if known (*note: for things like e-mail, use a personal e-mail, which is better to contact the student, and for data matching, rather than a school e-mail*);
- c. Identify or add employment barriers (*note: use the new drop down menu and click the plus + sign to add them. They must appear before on the screen*);



- d. Encourage the client “opt-in” for notifications from CPS via email or text;
- e. Identify or add personal status;
- f. Remove any employment barriers that have been resolved;
- g. Identify or add goal(s); and
- h. Select “Save.”

### **8. Agreement / release of information**

We now only have to have a release of information signed ***once*** at any point of entry, creating a “***no wrong door***” and ***single-release*** methodology. This removes the need for multiple releases at multiple educational institutions. The release also covers information gathered from CalJOBS, which will add robust aggregate information into our system. Releases are also good for three years from the date of signature.

- a. Have the student sign the agreement, using one of the following methods:
  - i. **Electronically** – You can select the “Send Agreement Link,” to have it sent to a student or prospective student, and they can sign it (using their own device, such as a cell phone, laptop, etc.).
    - 1. CPS will show status under the “Remote Agreement Signing Logs” section of the page from “Agreement Sent” and will automatically update to “Customer Signed” when complete.
    - 2. CPS will generate a pop up window the next time you log in to automatically notify you that an agreement you sent has been signed.
  - ii. **Paper Release** – Paper release forms are strongly discouraged, but may be needed in certain circumstances. Note that you will need to be able to print, sign, and scan the document within your institution, and your school will be responsible for transportation, storage and document destruction. Institutions that use paper releases are responsible for scanning the signed release within 30 days.

- b. TS to follow the correct prompts in the Agreements workflow step.

#### **9. Needs Inventory & Next Steps – optional**

- a. Complete the needs inventory to identify areas of need
- b. Add meeting notes (*Note: this will be the only section going forward where TS will enter any meeting notes, as it is the only part of CPS that folds any detail into our reporting. No other notes sections should be used, as they do not count and aren't tracked. We have requested hiding the other notes sections from view, to eliminate user confusion and reduce mistakes*).

#### **10. Community Catalog**

- a. Look for resources to help address the areas of need from needs inventory and make referral(s); and
- b. If resources are not in the catalog to address the needs, then make an external referral (reminder - in the last box, note for the recipient to follow up with you with an update).

#### **11. Follow-ups**

- a. TS to login to CPS;
- b. Clients → search for the student;
- c. Needs Inventory & Next Steps → optional:
  - i. Look to see if referral status (for internal referrals) has been adjusted from New Referral to the appropriate status
  - ii. Click “+” if you want to note a follow-up about that referral
  - iii. If you have an update (via your email inbox) from an external referral, click “+” and note the follow-up our outcome about that referral

#### **12. Activity Timeline**

- a. If you met with a student again or want to set a reminder to follow up with a student again, complete an Activity on the Activity Timeline.

### **13. Receiving Referrals:**

- i. TS to check the “Incoming Referrals” box on the dashboard to see if their location has received any new referrals;
- ii. If there are new referrals, TS to click the number to open the drilldown box of who was referred to your location for what service;
- iii. Click the “Action” button to adjust the referral status to the appropriate step;
- iv. Make any necessary arrangements to accept/enroll/meet with the student who has been referred to your site;
- v. Staff are required to be responsible and receive referrals in a timely manner, ideally within a few days at most; and
- vi. TS Supervisors (and/or Institution Administrators) will regularly log in to the system to review timeliness and responsiveness for referrals received at their location. It also will ensure the system is being used to the extent that partners are agreeing to. This will guarantee even and equal system utilization locally at each institution as well as increase student impact and overall consortia performance county-wide.



## **EXHIBIT F**

### **DATA DISCOVERY / KEY SYSTEM SEARCH DATA FIELDS**

In order for the system to work efficiently, key fields of data must be captured and recorded. This section informs staff and Parties agree exactly what fields of data are needed to perform functions such as creating and/or matching records. This is necessary to be able to match records more seamlessly so that we do not need to manually match records (i.e. the exclamation point error message formerly on some records). This also must be unanimously agreed upon by Parties to finalize items for CPS to be adopted consistently in the Consortium—everyone must collect and use the same identifiers.

#### **What is required to be collected?**

- First Name
- Last Name
- Date of Birth (DOB) plus any one of the following:
  - Personal email
  - Phone number
  - Address (including: street number, street name + zip code)

#### **What are we not going to be using (i.e. the following fields are optional)?**

- Social Security Number (SSN)
- School e-mail

## EXHIBIT G

### RELEASE OF INFORMATION CONSENT FORM

CCCAEC Members agree to use only the Release of Information forms as outlined in this Exhibit for use of CommunityPro Systems (CPS). Each Member Agency may disclose confidential information of its student(s) to LiteracyPro for inclusion in and use in CPS only after a Release of Information Consent Form has been signed and entered into CommunityPro, either scanned in or approved by the student electronically, as outlined in Exhibit E: Workflow / System Use. Each CCCAEC Agency (as listed in Exhibit A) may only release confidential student information to another CCCAEC Member institution if they have first signed and agreed to this MOU (Exhibit B: Signature Page), remain current and have not withdrawn said signature page. Additionally, each institution may only share confidential information if they have a signed Release of Information Consent Form for each student, as outlined in Exhibit E.

CommunityPro has release of information forms in the following languages: English, Spanish, Arabic, Chinese, Farsi, Hindi, Korean, Punjabi, Russian, Vietnamese, Portuguese, and Tagalog.



#### Release of Information Consent Form

I hereby authorize the release of my education, training, employment, and other related information to Adult Education Consortia and Workforce Innovation Opportunity Act member agencies and partners, and their sub-grantees, sub-contractors, service provider partners, or a designated representative thereof, and community based organizations, to facilitate the services to which I may be referred. All agencies and related partners and their staff are bound by contract and by law to maintain my confidential information according to the standards set forth by the Family Educational Rights and Privacy Act ("FERPA"), by the California Education Code section 49073.1 and, as appropriate, by the Health Insurance Portability and Accountability Act ("HIPAA").

I provide consent to allow my historical and ongoing information related to education, employment, and support services to be shared between the agencies to facilitate the services at which I am enrolled or to which I may be referred. This may include, without limitation, my social security number or tax identification number.

This consent is valid for three years. However, it may be revoked at any time in writing. I understand that in the event that my information has already been shared by the time my authorization is revoked, it may be too late to cancel permission to share my information.

If this form has been completed by someone with legal authority to act on behalf of the Client (required for minor clients or any other client without legal authority to execute this consent), sign the right side.

**If signed on behalf of Client:**

Client:  \*

Signed:

Signed:

**EXHIBIT H**

**SAMPLE STAFF CONFIDENTIALITY FORM**

Employee Confidentiality Agreement In consideration of my employment and/or continued employment at the Contra Costa Adult Education Consortium ("Consortium"), I agree as follows:

1. For purpose of this Agreement, “confidential information” is defined as information disclosed to me, accessed by me, or otherwise known by me as a consequence of my employment and not generally known outside the Consortium or my own institution. This includes, but is not limited to, names and personal information of students, prospective students, passwords, manual tests, and private information, as well as the disclosure of the locations of confidential information.
2. During my employment and after the termination of my employment, I will hold the confidential information of the Consortium in trust and confidence and will not use or disclose it or any embodiment thereof, directly or indirectly, except as may be necessary in the performance of my duties for the Consortium. I understand that unauthorized disclosure could be highly damaging to the Consortium, its faculty, staff, students, the community itself, or other stakeholders.
3. I will not remove materials containing confidential information unless authorized to do so by my supervisor. Any and all such materials are the property of the Consortium. Upon termination of any assignment or as requested by my supervisor, I will return all such materials and copies thereof to my former institution.
4. I agree to safeguard personally identifiable data, the official records in the custody of the Consortia, all passwords, assessment tests, and the means and conditions of custodial security. I agree to keep such information and means secure and strictly confidential at all times, whether on or off duty.
5. I understand that if I violate this Agreement, I may be subject to disciplinary action, legal action, or both.

IN WITNESS WHEREOF, and intending to be legally bound, I have executed this Agreement

on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ .

EMPLOYEE SIGNATURE \_\_\_\_\_

WITNESS SIGNATURE \_\_\_\_\_