

Memorandum of Understanding

Among rootEd Alliance, Community College District of Central Southwest Missouri aka Ozarks Technical Community College ("OTC") and _____ ("District")

Purpose

This Memorandum of Understanding (MOU) outlines the responsibilities and expectations of the District, rootEd Alliance, and the Community College District of Central Southwest Missouri aka Ozarks Technical Community College ("OTC") for the Missouri Career Advising Initiative (MCAI or the Program)

Funding for MCAI is provided through the Missouri Department of Elementary and Secondary Education (DESE). DESE will be responsible for handling reimbursements and financial aspects of this initiative. OTC in collaboration with the rootEd Alliance will be assisting on advisor training and program evaluation. This MOU establishes terms for the working relationship among OTC, rootEd Alliance, and District for the MCAI. The provisions contained herein enable the auditing and evaluating of MCAI to assist in the success of the Program, monitor its progress, and ensure the Program's long-term sustainability.

I. Program Description

MCAI is designed to ensure all Missouri high school students, particularly those in rural communities, have an advisor exclusively focused on helping them achieve success following graduation. College and career advisors will be placed in rural schools, working alongside counselors and district leadership, to grow the number of students who pursue a postsecondary career, education, and training options. As central supporters of MCAI and as set forth herein, OTC and rootEd Alliance will provide all participating districts support with hiring and initial training, in addition to ongoing support for advisors throughout the life of the Program.

II. Definitions

The following definitions will apply to the MOU.

"Education Records" – The term "Education Records" shall mean those records which are directly related to a District Student and, which are maintained by the District, as more specifically defined in the Regulations of the Family Educational Rights and Privacy Act, 34 C.F.R. Section 99.3.

"FERPA" – The term "FERPA" shall mean the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, et seq. and its regulations, 34 C.F.R. Part 99.

"PII" – The term "Personally Identifiable Information" or "PII" shall mean identifiable information that is maintained in a Student's Education Records and includes direct identifiers, such as a Student's name or identification number; indirect identifiers such as a student's date of birth; or other information which can be used to distinguish or trace a Student's identity either directly or indirectly through linkages with other information, as provided in FERPA and its regulations.

"Student" – The term "Student" shall mean a present or former District Student, and the student's parents and guardians.

"Advisor" - The term "Advisor" shall mean the individual hired by District for the specific purpose of supporting students with college and career planning.

"District" - The term "District" shall mean the School District of _____. District is a rural public-school district and a political subdivision of the State of Missouri which is governed by its Board of Education. District's Administrative offices are located at [ADDRESS].

"Party" - Each of rootEd Alliance, OTC, and District may be referred to herein as a "Party" and collectively as the "Parties".

"Requesting Party" - The term "Requesting Party" shall mean either rootEd Alliance or OTC, as appropriate.

III. Responsibilities of OTC

During the term of this MOU, OTC shall have the following responsibilities:

- a) Support District with recruiting and hiring an Advisor.
- b) Manage data collection and analysis for purposes of Program evaluation and improvement.
- c) Provide initial and ongoing training and support to the Advisor.
- d) Train, mentor, and support the Advisor and regularly solicit District feedback on Advisor performance.
- e) Visit the school to check in with the Advisor and District leadership and work with District leadership to address any challenges that may arise.
- f) To the degree practicable, empower the Advisor to communicate with students and post-secondary institutions after high school graduation to ensure students successfully enter post-secondary education.

- g) Provide briefings to school leadership and interested parties on how to enhance the Program's results, identify new strategies, and reach desired goals.
- h) Work with District to identify long term sustainable funding sources for this work.

IV. Responsibilities of rootEd Alliance

During the term of this MOU, rootEd Alliance shall have the following responsibilities:

- a) Manage data collection for purposes of program evaluation and improvement.
- b) Provide initial and ongoing training and support to the Advisor.
- c) Provide briefings to school leadership and interested parties on how to enhance the Program's results, identify new strategies, and reach desired goals.
- d) Provide District and relevant community stakeholders with tools and resources to share information on the Program to their communities, regional stakeholders, and peers in other rural communities across the state and country.
- e) Work with District to identify long term sustainable funding sources for this work.

V. Responsibilities of District

During the term of this MOU, District shall have the following responsibilities:

- a) Recruit and hire one full- or part-time Advisor to work with students, **focusing exclusively on college and career planning.**
- b) Ensure the Advisor attends all training hosted by OTC and rootEd Alliance.
- c) Collect and share information and data in alignment with the MOU.
- d) Appoint a member of senior leadership as a point of contact to work with OTC and rootEd Alliance staff to ensure program success.
- e) Use best efforts to provide OTC, rootEd Alliance and the Advisor with access and support needed to make MCAI a success.
- f) Provide office space, furnishings, phone line, computer with internet access, printer, and supplies to the Advisor.

- g) Provide the Advisor with a collaborative work environment and ongoing access to students.
- h) Provide an onsite mentor to help the Advisor integrate into the school site.
- i) Ensure that the Advisor is invited to school site activities.
- j) Ensure that the Advisor is able to address students when appropriate about postsecondary access and the support the Advisor can provide.
- k) Include the Advisor in events and planning that will improve postsecondary success for students, including but not limited to:
 - Events: college fair, college summit, college signing day, career fair, decision day, FAFSA events.
 - Planning: access to a list of transcripts sent to colleges, assistance identifying low-income students or students with additional needs, local and national scholarships, and additional requests made by the Advisor.
- l) Help connect the Advisor to the local business community, postsecondary institutions, and colleges to facilitate more effective work with students.
- m) Provide feedback on the Advisor's performance and MCAI.
- n) Allow OTC and rootEd Alliance staff members to access the school and students for purposes of evaluating the Program.
- o) Contribute lessons on advising best practices to the broader community of rootEd Alliance schools through regular rootEd Alliance convenings.

VI. Compliance with FERPA

Each Party warrants that it shall not disclose and shall maintain confidentiality of PII and the Education Records of District's Students as required by FERPA and any other applicable law. With respect to District's students, each Party shall also comply in all respects with the requirements of FERPA and cooperate with one another to ensure that the FERPA rights of each Student who is provided services pursuant to the Program are observed.

Each Requesting Party covenants and agrees to the following:

- a) Access to PII - Requesting Party and its representatives shall refrain from accessing PII or Education Records regarding any District Student, unless the Student has been

specifically referred to Requesting Party as a part of the Program's activities. Access to the District's eSchool database will be given to the District's advisor.

- b) Use of PII and Education Records - Requesting Party agrees that any PII or Education Records regarding any District Student, which is disclosed by the District to Requesting Party, shall be used solely for the purposes of the Program as required by 34 C.F.R. §99.33(a)(2).
- c) Disclosure of PII and Education Records - Requesting Party agrees that it will not disclose any PII regarding any District Student which is disclosed by the District to Requesting Party or retrieved from the District's eSchool database pursuant to this MOU, unless Requesting Party has the prior written consent of the parent or eligible student as required by 34 C.F.R. § 99.33(a)(1). Notwithstanding the foregoing, rootEd Alliance will rely on one or more subcontractors to perform services in furtherance of the District's legitimate educational interests under this MOU. rootEd Alliance agrees to share the names of relevant subcontractors with the District upon request. All subcontractors will be subject to collection, use, disclosure, and other data processing restrictions for PII and Education Records under the MOU and FERPA.

VII. Data

In order to facilitate a productive collaboration among OTC, rootEd Alliance, and District, District will share data belonging to the following categories with OTC and rootEd Alliance on a regular basis. Specific metrics listed below are intended to serve as examples of data points that OTC and rootEd Alliance will collect, but the specific metrics that fall under each category may extend beyond these examples as the items below are not intended to be an exhaustive list.

- a) Student identifying information, which may include student name, date of birth, and MOSIS ID number.
- b) Student academic information, which may include student GPA and SAT/ACT score.
- c) Scholarship applications and status, which may include FAFSA completion status and scholarship awards.
- d) Postsecondary applications and status, which may include completed college or military applications and acceptances.

The data on the District's student information system and shared with OTC and rootEd Alliance will be limited to (i) data on Students who are participating in the Program, or as otherwise specified by the District in writing; and (ii) student-level data to aid in the advising of students in accordance with this MOU.

VIII. Confidentiality and Disclosure

The Parties agree to hold any and all confidential information in trust and confidence and not to disclose to any third party or use any confidential information without the prior written permission of the disclosing Party. For purposes of this MOU, “confidential information” includes oral and written communications and presentations developed by any Party, as well as processes, products, programs, research, market analysis, ideas, donors, prospective donors, and/or any other confidential or proprietary information of said Party. Notwithstanding the foregoing, “confidential information” shall not include any particular information that the receiving Party can demonstrate by documentary evidence (a) at the time of disclosure, was in the public domain or in the possession of the receiving Party; (b) after disclosure, is published or otherwise becomes part of the public domain through no fault of the receiving Party; (c) was received after disclosure from a third party who had a lawful right to disclose such information to the receiving Party without any obligation to restrict its further use or disclosure; or (d) was independently developed by the receiving Party without reference to the confidential information of the disclosing Party.

Each Party also agrees to enter into such confidentiality and nondisclosure agreement(s) as a Requesting Party, in its sole but reasonable discretion, may deem to be appropriate to more fully set forth, supplement, or supersede this paragraph and to more fully describe each Party’s rights and responsibilities regarding (i) data sharing between the Parties and (ii) the creation and ownership of certain intellectual property developed by a Party in the course of performing its obligations hereunder.

Neither OTC nor rootEd Alliance, nor any individuals affiliated with them, will provide or disclose any individual student records (individually-identifiable or otherwise) listed under this MOU to any third party or entity, unless authorization is received in writing as required under this MOU, or as required by law.

In the event that OTC or rootEd Alliance are compelled to disclose individual student records obtained from District to a third party or entity other than District pursuant to applicable law, OTC or rootEd Alliance, as the case may be, will inform District within 24 hours. This notification will include a description of the nature of the inquiry, the names and affiliations of those conducting the inquiry, and a statement of the basis for the disclosure, including a citation of any applicable laws or regulations.

In the event of a confirmed breach of data covered by this MOU, OTC or rootEd Alliance, as the case may be, will notify DESE at DataBreachReporting@dese.mo.gov within 48 hours. This notification will include the data of the breach, a description of the information disclosed, how the breach was discovered, and what steps have been taken since the breach was discovered. In addition, OTC and rootEd Alliance will follow all notification requirements set forth under applicable law.

Aggregate summary reporting and analysis of individual student records may be published or disseminated by OTC and rootEd Alliance under the terms defined in the Release of Analyses section of this MOU.

If a third party requests that the receiving Party disclose any other Party's Confidential Information pursuant to a subpoena, summons, search warrant, governmental order, or other lawful process, the receiving Party will provide the other Parties with prompt written notice of the request and cooperate with the other Party if the other Party legally challenges such request.

Each Party understand that both may be subject to public record or open records laws or regulations. If any such laws or regulations obligate any Party to take any action or inaction that is contrary to this Confidentiality and Disclosure section, the Party will promptly notify the other Parties of the same.

IX. Data Access Storage and Disposal

Each of OTC and rootEd Alliance will abide by the data access and transfer policies set by District and FERPA. These policies are independent of this MOU and govern the terms under which student records may be accessed by organizations conducting studies. District will share data extracts via a secure data portal.

Each of OTC and rootEd Alliance shall take reasonable and appropriate steps to ensure that all student record data provided to OTC and rootEd Alliance under the terms of this MOU, and all datasets created by OTC and rootEd Alliance for research purposes under this MOU and containing individual student record data, is secure. District data will be stored only on servers in the United States.

If metadata is collected, it will be protected to the same extent as the District's confidential or critical information.

OTC and rootEd Alliance will destroy District data in its possession immediately upon termination of the MOU by any Party. Notwithstanding the foregoing, OTC and rootEd Alliance may keep: (a) PII data on a student as long as a student is in the Program to facilitate their continued success unless said student revokes such permission or terminates said student's participation in the Program and (b) non-PII data as a component of its historical research data.

X. Release of Analyses

OTC and rootEd Alliance may publish or disseminate aggregate summary reporting and analyses of data derived from the MOU herein which use (but do not include or identify) individual student records. OTC and rootEd Alliance shall follow all OTC suppression protocols to ensure the safety and security of individual data including suppressing data populations fewer than five, and suppressing student subgroups, which make up all or nearly all of the student population. District shall be briefly credited for its provision of data in any such reporting or analyses.

District reserves the right to request that OTC and rootEd Alliance provide District with the opportunity to review and offer feedback in advance of the release of any proposed presentation, publication, or dissemination of reports or analyses in order to determine that the confidentiality of the student data is maintained and to ensure said data is analyzed

appropriately. District will only share the study materials with those individuals having a valid need to know, except as otherwise approved by OTC and rootEd Alliance. District will provide OTC and rootEd Alliance prior notification if it is requesting such opportunity for review. OTC, District and rootEd Alliance will follow all requirements of state and federal law as it pertains to dissemination of analyses data.

Nothing in this Section prohibits OTC and rootEd Alliance from conducting their work in an independent and objective manner. District shall not have editorial supervision or control over the analysis, content, and production of any materials resulting from OTC and rootEd Alliance's conduct of the study.

XI. Right to Audit

The District is entitled to reasonably monitor and audit the use of District data to ensure compliance with the MOU; however, all trade secrets, programming protocol, and other intellectual property of OTC or rootEd Alliance and any data of other school districts or educational institutions will be kept strictly confidential and nothing herein gives the District, or any auditing party, the right or ability to utilize, publish, transfer, or otherwise possess such intellectual property for non-District data.

XII. Liability

In the performance of the duties and responsibilities set forth on the Parties by this MOU, OTC and rootEd Alliance agree to assume responsibility for any liability imposed on them by law and the District agrees to assume responsibility for any liability imposed on it by law. Nothing herein shall be construed to waive any sovereign, official, or governmental immunity applicable to any Party, its board, officers, employees or representatives.

The District assumes no liability if the data provided by the District is used inappropriately, without authorization, or in violation of the law. However, the District is required to obtain and maintain any FERPA/Access to Records releases if required to release data to OTC or rootEd Alliance.

XIII. MOU Period, Amendment and Termination

Subject to the below contingency on Program funding, this MOU shall be valid from the effective date (*i.e.*, date in which the MOU is signed) **until June 30, 2025**. This MOU may be extended or modified in writing by the unanimous consent of the Parties. This MOU shall terminate at the end of its term or any renewal term absent the mutual agreement of the Parties to renew. Any Party may terminate this MOU by providing the other Parties thirty (30) days advance written notice.

Notwithstanding the foregoing, this MOU shall become binding solely in the event that funding by DESE for the Program has been secured. In the event funding by DESE for MCAI is not secured, this MOU shall be null and void.

XIV. Roles and Responsibilities

OTC, rootEd Alliance, and District will abide by all roles and expectations established herein.

XV. Notices to the Parties

Any notices required by this MOU shall be given by hand delivery or by prepaid, first class, certified mail, return receipt requested, addressed in the case of the District to the following persons and addresses:

OTC:
Abigail Benz
Chief Strategy Officer
1001 East Chestnut Expressway
Springfield, MO 65802
(417) 447-2614
benza@otc.edu

And a copy to:
Rob Rector
Vice Chancellor for Administrative Services
1001 East Chestnut Expressway
Springfield, MO 65802
(417) 447-4802
rectorr@otc.edu

rootEd Alliance:
[Name]
[Title]
[Address]
[Phone]
[E-mail]

District:
[Name]
[Title]
[Address]
[Phone]
[E-mail]

XVI. Miscellaneous

Entire Agreement - This MOU constitutes the entire and only MOU among the Parties relating to the Program, and all prior negotiations, representations, agreements, and understandings are superseded hereby with relationship to the Program. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the Parties.

Governing Law - This MOU shall be governed, construed, and enforced in accordance with the internal laws of the State of Missouri.

Limitation of Liability – Notwithstanding anything to the contrary contained herein, in no event shall rootEd Alliance be liable to OTC or the District for any action or inaction on the part of OTC or the District in connection with the Program or this MOU.

Authority to Execute MOU - The undersigned certify that prior to signing this MOU, each has received authorization from their respective governing body to sign this MOU on its behalf.

OTC and rootEd Alliance shall have no authority to bind District for any obligation or expense unless specifically granted by District in writing.

Notwithstanding anything to the contrary in this MOU or Program, OTC and rootEd shall be responsible, shall hold the District harmless and shall defend the District from all claims, damages, injunctive actions, and attorney fees related to:

- Any claim for damages or equitable relief for the unauthorized disclosure by the rootEd or OTC, their employees or representatives, of any PII about any District Student that occurs pursuant to the Program or MOU.
- Any claim for damages sustained, or equitable relief, by any District Employee whose PII was released by OTC or rootEd as a result of the negligent acts or omissions of OTC or rootEd, their employees or representatives in the performance of the provisions of the MOU or Program.

In WITNESS WHEREOF, the Parties have executed this MOU effective as of the day and year indicated by each signature below.

Community College District of Central Southwest Missouri aka Ozarks Technical Community College

Signature: _____

Name: _____

Title: _____

Date: _____

rootEd Alliance

Signature: _____

Name: _____

Title: _____

Date: _____

District _____

Signature: _____

Name: _____

Title: _____

Date: _____