MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
AND
BALTIMORE CITY COMMUNITY COLLEGE
Data Sharing for ALT-Placement Pilot

This Memorandum of Understanding ("MOU") dated as of January 10, 2019 is by and between the University of Maryland University College ("UMUC"), and Baltimore City Community College ("Participating Institution") (collectively, the "Parties").

I. Project Purpose and Goals

The Kirwan Center has awarded several grants to higher level education institutions to pilot an alternative mathematics placement process for incoming college students, using either ALEKS or EdReady learning tools. Recipients of this grant agree to share the required data with the Center of Innovation in Learning and Student Success (CILSS) at the University of Maryland, University College. CILSS acts as the external evaluator of each institution’s pilot.

II. Term

The term of this MOU shall be from January 11, 2019 through the finish date of the ALT-Placement project. The end date will vary according to the needs of the institution. However, this agreement will be valid until January 10, 2020.

III. Roles and Responsibilities

A. Participating Institution - The Institutional Research office and/or the Office of Analytics at the participating institution will provide CILSS with the following
information for only those students who have been selected to be in the sample population for the study:

i. Student identification numbers;
ii. Demographic and other data on the students (SAT/ACT, gender, etc);
iii. Grades and assessment scores from mathematics placement tests;
iv. Grades and assessment scores from mathematics classes taken;
v. System data from ALEKS/EdReady.

The Parties recognize that this list of data is not all inclusive and may be adjusted over time to meet project needs.

IV. Release of Confidential Information

Neither Party shall release any confidential information regarding or resulting from this MOU, except as permitted or required by law, without prior written approval of the other Party.

V. Exchange of Information

In order for the Parties to carry out the responsibilities outlined in this MOU, it is necessary for the Parties to exchange confidential information. The Family Educational Rights and Privacy Act ("FERPA"), section 99.31 permits the exchange of confidential student data for the purpose of researching student performance and progress as contemplated by this agreement. The Parties further agree as follows:

a. The term "Confidential Information" means personally identifiable student information derived from the educational records of either institution, which could lead to the identification of particular students and disclosure of their personal information. To assist in protecting disclosure of this information it shall be labeled by the disclosing party as "CONFIDENTIAL" prior to its release.

b. Confidential Information shall be used by the receiving party solely for the purposes outlined in this MOU and shall not be released to any third party. The Parties shall use reasonable care to protect Confidential Information received during under this MOU. Internal disclosure of Confidential Information shall be restricted to employees of the receiving Party who have a "need to know".
c. Upon termination of this MOU, as it relates to the research project outlined herein, both Parties shall comply with FERPA section 99.31 which requires that, "information is destroyed when no longer needed for the purposes for which the study was conducted." This provision shall apply to all Confidential Information received.

d. The obligation to protect Confidential Information, and the liability for unauthorized disclosure or use of Confidential Information, shall not apply with respect to such information for which further disclosure or use by the recipient is authorized in writing by the student(s) whose records are being disclosed. Every attempt will be made to develop a unique identifier for each student participant to further protect his/her identity.

e. Neither Party shall be liable for the accidental or inadvertent disclosure of Confidential Information if such disclosure occurs despite the exercise of the same degree of care it uses to protect its own such data or information.

VI. **Limitation of Liability**

Neither Party shall be liable to the other in tort for statutory breach of duty for consequential, incidental, or special damages of any kind, including but not limited to, profits or losses of opportunities as a result of breach of any provision of this MOU.

VII. **Governing Law**

This MOU shall be interpreted and construed in accordance with the laws of the State of Maryland.

VIII. **Disputes and Termination**

Any disputes arising under this MOU shall be submitted in writing to the following designees for the resolution of the dispute:

University System of Maryland: Dr MJ Bishop

If after good faith efforts, the dispute cannot be resolved by the Parties, then such unresolved disputes may be the basis for termination of this MOU. Termination of this MOU shall take effect immediately upon receipt of written notification by either Party of an irreconcilable dispute.
Furthermore, at the sole discretion of either Party, this MOU may be terminated with or without cause, upon receipt of a thirty (30) day prior written notification. Either Party may terminate this MOU on the basis of breach of this MOU by providing ten (10) days written notice of the breach and allowing the breaching Party ten (10) days to cure the breach.

The Parties agree that, in the event of termination of this MOU, Confidential Information may be used in predictive models and/or early warning indicator tools developed under the terms of the Kresge Foundation grant, unless and until no longer needed for purposes for which the study was conducted in accordance with section V(c) of this MOU.

IX. **Entire Agreement**

The MOU constitutes the entire agreement and understanding of the Parties, superseding all prior representations with regard to the subject matter of this MOU. However, the Parties acknowledge that they will continue to develop data exchange and maintenance procedures during the term of this MOU.

Approved:  

Dr. Darragh McNally  
University of Maryland University College

Date  
3/18/19

Approved:  

Dr. James H. Johnson Jr.  
For  
Baltimore City Community College

Date  
3/14/19

Approved for Form & Legal Sufficiency

Signature