

STIPULATED USE AGREEMENT

Between

_____ **SCHOOL**

And

_____ **SCHOOL DISTRICT**

This Stipulated Use Agreement (“Agreement”) is entered into by and between _____ School (“Charter School”), a California nonprofit public benefit corporation, and _____ School District (“District”).

WHEREAS, Charter School has made a request for use of District facilities pursuant to Education Code Section 47614 to instruct students attending Charter School and living within the District’s boundaries; and

WHEREAS, the District has requested certain information of Charter School that is protected from unauthorized disclosure by the Family Educational Rights Privacy Act (“FERPA”) at Section 1232g of Title 20 of the United States Code (“U.S.C.”); and

WHEREAS, Charter School has determined that the education of its students are best served by the release of the information and has thus determined that the District has a legitimate educational interest in the information as defined by FERPA;

THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, Charter School and the District agree as follows:

SECTION 1. Confidential Information. The District shall treat as confidential all information provided under this Agreement. Confidential information shall include all personally identifiable information from educational records maintained by Charter School. The term *personally identifiable information* (“confidential information”) shall include, but not be limited to: (a) the names of Charter School students; (b) the name of Charter School students’ parents or other family members; (c) the addresses of Charter School students; (d) telephone numbers of Charter School students; (e) a personal identifier, such as a social security number or student number; (e) other information that would make a student’s identity easily traceable.

SECTION 2. Use of Confidential Information. The District agrees to use all confidential information provided pursuant to this Agreement solely for the purpose of verifying enrollment of Charter School students and for substantiating information provided in Charter School’s written request for facilities. The District agrees to treat confidential information with the same degree of care and safeguards that it takes with educational records of its students.

- (a) The confidential information provided under this Agreement shall not be disclosed to any third party or otherwise distributed, disseminated, handled, or stored in any way that violates FERPA and its implementing

regulations codified in Title 34 of the Code of Federal Regulations (“CFR”).

- (b) The District will not contact Charter School students for any reason other than to verify enrollment at Charter School.
- (c) The District will not make or permit to be made copies or other reproductions of confidential information.
- (d) The District will restrict access to confidential information to those of its officers and employees. The district agrees that it will advise officers and employees to whom it provides access to any confidential information that they are prohibited from using the information or disclosing to other without Charter School prior written consent.

SECTION 3. Return of Confidential Information. Upon written request by Charter School, the District shall within fifteen (15) days return all original materials provided by Charter School pertaining to confidential information.

SECTION 4 Term. This Agreement and the District’s duty to hold confidential information in confidence shall remain in effect until Charter School sends the District written notice releasing the District from this Agreement.

SECTION 5. General Provisions.

- (a) Relationships: Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
- (b) Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
- (c) Integration: This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.
- (d) Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

- (e) Injunctive Relief: Any misappropriation of the confidential information in violation of this Agreement may cause Charter School irreparable harm, the amount of which may be difficult to ascertain, and therefore the District agrees that Charter School shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Charter School deems appropriate. This right Charter School is to be in addition to the remedies otherwise available to Charter School.
- (f) Indemnity: The District agrees to indemnify Charter School against any and all losses, damages, claims or expenses incurred or suffered by Charter School as a result of the District's breach of this Agreement.
- (g) Attorney Fees and Expenses: In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.
- (h) Governing Law: This Agreement shall be governed in accordance with the laws of the State of California.

SCHOOL DISTRICT

(Typed or Printed Name)

Title: _____

Date: _____