

AGREEMENT FOR THE RELEASE OF DIRECTORY INFORMATION

This Agreement for the Release of Directory Information (“Agreement”) is entered into as of August 1st, 2020 (“Effective Date”) by and between Families in Action for Quality Education (“FIA”), a California unincorporated association, and Urban Montessori Charter School, a California nonprofit public benefit corporation operating Urban Montessori Charter School (“Charter School”).

RECITALS

WHEREAS, FIA is a coalition of public charter schools and partner organizations serving over 9,000 public school students in Oakland that empowers parent and family leaders from Oakland to advocate for access to quality schools.

WHEREAS, FIA seeks to conduct a neutral voter registration drive (the “Project”) in the Oakland area. A detailed description of the Project is attached hereto as Exhibit A.

WHEREAS, FIA, as part of the Project, seeks to obtain contact information for families within the Oakland area.

WHEREAS, the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g; 34 CFR Part 99) defines “directory information” as information contained in the education records of a student that would not generally be considered harmful or an invasion of privacy if disclosed and typically includes a student’s name, address, telephone listing and electronic mail address.

WHEREAS, subject to the requirements of FERPA, information designated as directory information may be disclosed upon request without written parental consent.

WHEREAS, FIA seeks to obtain directory information from Charter School.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. **Term of the Agreement.** The term of this Agreement will commence on the Effective Date, and the Agreement will remain in effect until terminated by one or more of the Parties, as provided in Section 11 of this Agreement.
2. **Disclosure of Directory Information.** Charter School will provide FIA with the following directory information:
 - Parent name,
 - Parent mailing address,
 - Parent email address, and
 - Parent phone number.

3. **Use of Directory Information.** FIA shall maintain and use the disclosed directory information exclusively for the Project.
4. **Opt-Out of Parents.** FIA shall provide Charter School parents the opportunity to “opt-out” of any communications from FIA.
5. **No Commercial Advertising.** FIA shall not use the disclosed directory information to engage in commercial targeted advertising.
6. **No Disclosure to Profitmaking Entity.** FIA shall not redisclose the disclosed directory information to a private profitmaking entity.
7. **Destruction or Return of Directory Information.** FIA shall destroy or return all directory information provided by Charter School pursuant to this Agreement upon request or upon the termination of this Agreement.
8. **Compliance with Applicable Laws.** FIA shall adhere to all applicable federal, state, and local laws and regulations in its use of the directory information disclosed by Charter School pursuant to this Agreement.
9. **FERPA Compliance.** Charter School acknowledges its duty to comply with all applicable FERPA requirements and regulations for protecting Personally Identifiable Information as defined by 34 CFR § 99.3.
10. **Termination.** Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. For purposes of this Agreement, written notice shall be provided as follows:
To FIA:
Priscilla Zamora, FIA Special Projects Manager, fiaoakland@gmail.com, 510-203-0712

To Charter School:
Krishna Feeney, Head of School, 4551 Steele Street, Oakland, CA 94619, krishnaf@urbanmontesori.org, 510-842-1181
11. **Limitation of Liability.** Neither party shall be liable to the other party or to any person claiming rights derived from the other party’s rights, for indirect, incidental, consequential, special, punitive or exemplary damages of any kind, as a result of breach of any term of this Agreement, regardless of whether the party allegedly liable was advised, had reason to know or in fact knew of the possibility thereof.
12. **Indemnification.** FIA shall hold harmless and indemnify Charter School, including its directors, officers, employees, agents and related entities, against, any loss, liability or expense incurred without gross negligence, willful misconduct or bad faith on Charter School’s part, arising out of or in connection with the performance of its duties hereunder, including the reasonable costs and expenses of defending itself against or investigating any claim or potential liability in connection with the exercise or performance of any of its powers or duties hereunder. Indemnification shall extend to claims and liabilities arising under FERPA and

other state and federal laws in connection with the disclosure of directory information pursuant to this Agreement.

13. **No Agency Relationship.** Neither Party is the agent of the other Party nor does either Party have any power to bind the other Party or to assume or to create any obligation of responsibility, express or implied, on behalf of the other Party in the other Party's name. The Agreement shall not be construed as creating a partnership or any other form of legal association which would impose liability upon one Party for the act or failure to act of the other Party.
14. **Amendment.** This Agreement may only be modified by a written agreement between and signed by both Parties indicating the intent to modify this Agreement.
15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any previous oral or written statements or agreements concerning the subject matter hereof. The introduction and recitals contained herein are hereby incorporated by this reference and are binding upon the Parties hereto.
16. **Governing Law.** This Agreement is a contract entered into and shall be construed and interpreted in accordance with the laws of the State of California.
17. **Severability.** If a court of competent jurisdiction deems any provision of this Agreement invalid, illegal, or unenforceable, then that determination shall not invalidate or render unenforceable any other provision of this Agreement.
18. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
19. **Authority:** Each signatory to this Agreement represents and warrants that he or she is authorized to sign this Agreement on behalf of the Party for which he or she is signing, and thereby to bind that Party fully to the terms of this Agreement.

IN WITNESS WHEREOF, FIA and Charter School have executed this Agreement as of the Effective Date.

Signed: _____
Priscilla Zamora, Special Projects Manager
Families in Action for Quality Education

Date: _____

Signed: _____
Krishna Feeney, Head of School
Urban Montessori Charter School

Date: _____

Signed: _____
Davis Leung, Board Chair
Urban Montessori Charter School

Date: _____