

**LA COUNTY OFFICE OF EDUCATION
AND
La Canada Unified School District**

This Memorandum of Understanding, herein referred to as “MOU,” is entered into by and between the Los Angeles County Office of Education (LACOE) and the La Canada Unified School District.

PREAMBLE

The purpose of the agreement is to support the data sharing efforts between all school districts within Los Angeles County – specifically to initially share foster youth information. The ability to share information for foster youth population is particularly critical at this moment. Under the Local Control Funding Formula (LCFF), one of LACOE’s identified state priorities, to be developed through the Local Control and Accountability Plan (LCAP), is to coordinate services, including working with the county child welfare agency to share information, respond to the needs of the juvenile court system, and ensure transfer of education records.

The educational institutions that choose to participate in this MOU desire to evaluate and improve their respective educational programs through the ability to identify and support foster youth to achieve optimal academic performance. The educational institutions agree to the following terms of this MOU:

1. Data Sharing

The school district agrees to share student data with LACOE for the purpose of supporting data sharing among all school districts in LA County.

The school district agrees to allow LACOE to share their student data with the LA County Department of Child Family Services (DCFS) via the LACOE Foster Youth system.

Authorized agencies with legitimate educational interests, that sign appropriate confidentiality/acceptable use statements, may be granted access to the LACOE Educational Passport System (i.e. Court System, Foster Youth Agencies, Probation).

On a weekly basis, LACOE will provide the school district with foster youth identification of their designated students to the best of its ability. School district can choose to import the data at will using an online screen to either auto-update their student database or download an Excel document listing for their usage.

The student data sharing to include demographic, school enrollment history, current courses, transcript, attendance, CAHSEE test results, STAR (CST) test results and Bilingual identification.

- Districts utilizing Aeries Student Information System:

LACOE will provide an online form and/or Application Programming Interface (API) to retrieve the foster youth identification from the LACOE database and allow the school district to decide if they want to import the information into their current Aeries Student Information System.

LACOE will provide an automated transfer for the school district using Aeries Student Information System to export their designated foster youth information and send the data to LACOE through a secure File Transfer Protocol between the Eagle Aeries vendor and LACOE network. LACOE will encrypt all student information in storage and in transit.

- Districts utilizing another Student Information System:

For school districts that do not use the Aeries Student Information System, LACOE will work with their software vendor and in collaboration with the school district to identify technical options to support the data sharing capability.

2. Confidentiality

The educational institutions will maintain the confidentiality of any and all student 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 student data processed, stored, or transmitted under this MOU, educational institutions shall establish a system of safeguards that will at minimum include the following:

- a. 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 under this section of the MOU. All data transfers are done in a secure, encrypted manner between participant and LACOE.
- b. All designated staff at the educational institutions involved in the handling, transmittal, and/or processing of data as part of this MOU are bound under this MOU to maintain the confidentiality of all student related personally identifiable information.
- c. Assurances that each school district shall comply with the access log requirements of Education Code section 49064.
- d. Procedures and systems shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under this MOU.

- e. 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 provided under this MOU.
- f. Procedures and systems that ensure that all confidential student 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.
- g. The right of access granted shall not include the right to add, delete, or alter data without the written permission of the agency holding the data.
- h. 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.
- i. Upon position transfer and/or personnel termination, access will be removed by LACOE upon written notification from district in a timely fashion.
- j. The Los Angeles County Office of Education (LACOE) and its third party vendors will ensure compliance with the federal **Family Educational Rights and Privacy Act (FERPA)** and mandatory posting of student data privacy and pupil records policies for the state of California Assembly Bill 1584. The procedures and systems developed and implemented to process, store, or transmit data provided 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. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.
- k. Any agency that owns or licenses computerized data that includes personal information shall disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in subdivision (c), or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system. ([California Civil Code s. 1798.29\(a\)](#)).
- l. District shall assign and provide LACOE with the names of two people that will stand as point of contact.

3. Indemnification

Each party to this MOU agrees to defend, indemnify, save, and hold harmless the other parties to this contract from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, reasonable attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, asserted by a non-party to this MOU (i.e., a non-signatory), for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with negligent, reckless and/or intentional acts and omissions of one or more parties to this MOU. This provision shall only apply to disputes between parties to this MOU and third parties, and shall not apply to disputes involving only parties to this MOU. This provision shall not be limited to the availability or collectability of insurance coverage.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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. 20 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.

9. Effect of Termination

Return or destruction of student information including confidential data held by LACOE or LACOE's Agents. Upon termination, expiration or other conclusion of the MOU for any reason, LACOE shall return or, at the option of the district, provide for the destruction of all student information including confidential data received from the district, or created and received by LACOE on behalf of the district in connection with the MOU, that LACOE or its Agents still maintains in any form, and shall retain no copies (other than system backups) of such student information including confidential data. Not more than ten (10) calendar days after the termination of this MOU, LACOE shall both complete such return or destruction and certify in writing to the district that such return or destruction has been completed.

10. Return or Destruction Not Feasible

If LACOE reports to the district that return or destruction of the district's Student information including confidential data is not feasible, LACOE must provide the district with a written statement of the reason that return or destruction by LACOE or its Agents is not feasible. If the district determines that return or destruction is not feasible, this MOU shall remain in full force and effect and shall be applicable to any and all of the district's Student Information including confidential data held by LACOE or its Agents.

11. Term of this MOU

This agreement will be effective when accepted by all participants. At any time, this MOU may be modified by mutual written content of the participants or may be terminated by either participant upon a 30-day advance written notice to the other.

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.

APPROVED AND ACCEPTED FOR
LOS ANGELES COUNTY OFFICE OF EDUCATION



LACOE Representative

1/28/2016

APPROVED AND ACCEPTED FOR LA CANADA UNIFIED SCHOOL DISTRICT

Signature

Print name & Title

Please provide information for your district contacts: La Canada Unified School District

Name

Title

Email

Phone

Name

Title

Email

Phone