

**MEMORANDUM OF UNDERSTANDING  
for  
DATA SHARING BETWEEN DISTRICT AND SCCOE**

This Memorandum of Understanding (MOU) is entered into this 25th day of January, 20 21, by and between the SANTA CLARA COUNTY OFFICE OF EDUCATION, hereinafter referred to as "SCCOE," and the Los Gatos Union Elementary School District, hereinafter referred to as "LEA."

**WHEREAS**, SCCOE and the LEA are entering into this MOU in order to facilitate mutual sharing of data and integration between data management systems, as appropriate to improve efficiencies and reduce costs for both agencies; and

**WHEREAS**, the purpose of this MOU is to set forth the rights and responsibilities of SCCOE and LEA with respect to the sharing between the parties of data collected or retained by the LEA and/or by SCCOE;

**NOW THEREFORE**, in consideration of the terms and conditions hereof, including the recitals, the parties agree as follows:

1. **Scope of Agreement.** SCCOE periodically provides no-fee and/or fee-based services designed to assist the LEA with certain requirements and mandates for managing or reporting on data collected by the LEA, potentially including the integration of data between disparate systems. The LEA may periodically require assistance with analyzing, reporting on or comparing its data to other LEAs in the county or state. LEA additionally may periodically wish to obtain services from SCCOE for other uses or analysis of its own data to facilitate planning, service delivery and support for program evaluation. For example, the LEA may choose to engage SCCOE services in support of programmatic goals such as Positive Behavior Intervention Support (PBIS), English Learner support, Multiple Tiered Systems of Support (MTSS) and Local Control Accountability Plans (LCAP).

Unless expressly agreed in writing between the parties with respect to any class or classes of data, the terms and conditions of this MOU govern all occasions on which data sharing occurs between the SCCOE and the LEA during the term of this Agreement. If LEA requests any specific fee-based services from SCCOE, such services will be defined in a schedule to be incorporated herein which will govern the terms of any specific services provided.

2. **SCCOE Responsibilities.** SCCOE will provide any services it delivers in a timely and professional manner. SCCOE will assist with automation of any processes required for the exchange of data between the agencies to the extent possible. Further, SCCOE will ensure any systems it develops with such data to serve the needs of LEA or other public agencies will have appropriate levels of security to ensure data available can only be viewed or accessed by parties legally allowed to do so, and as agreed upon by LEA.

3. **LEA Responsibilities.** LEA shall provide system linkages or necessary data extracts from their student information or other systems in order for the SCCOE to provide services on an agreed upon or pre-defined schedule between the parties. Any such schedule agreed upon in writing (including email) between the parties shall be deemed incorporated herein and made a part hereof upon such mutual agreement. Data extracts will be provided electronically to SCCOE, which will then be responsible for integrating LEA's data into SCCOE's data repositories as needed to perform the required tasks for itself or LEA. The data provided by the LEA shall include data relevant to the purpose of this MOU or specific system requirements.

4. **Applicable Law.** The sharing of data under this MOU will from time to time include the collection and maintenance by the SCCOE of educational records that contain personally identifiable information on

students of the LEA. The SCCOE is bound by the same regulations and laws for access and management of this data, and will conform to all legal requirements. SCCOE and the LEA agree that the disclosure of information under this MOU complies with the requirements of Education Code sections 49076 and 49076.5, as amended by AB 733 (Chapter 388, signed and filed September 19, 2012), the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99, as amended), and other state and federal laws and regulations regarding educational or health records (including the Health Information Portability and Privacy Act of 1996 ("HIPAA") governing data privacy and confidentiality, and further agree to adhere to the requirements of such laws and regulations in carrying out their responsibilities under this MOU, as detailed in the Data Privacy Provisions Addendum, attached below.

Both parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both parties agree to maintain full compliance with such requirements, as detailed in the Data Privacy Provisions Addendum, attached below.

Without limitation to the foregoing, SCCOE and LEA additionally agree that aggregated (non-individually identifiable) data may be reported upon or shared as allowable by law.

5. Ownership of Data. The SCCOE and the LEA agree that the LEA will continue to maintain ownership of its source data. SCCOE agrees that it will not alter LEA's source data, and is not responsible for any errors therein. The LEA understands that though SCCOE may notify it of issues it discovers with the source data, the LEA is responsible for any corrections required to its own data. LEA acknowledges that accurate reports rely upon accurate source data being maintained by LEA. Each party owns or controls its data systems and the work product generated by such systems.

SCCOE agrees to notify LEA and obtain explicit permission for sharing of any data requested which falls outside the legal terms of this agreement, unless such data is otherwise regularly publicly shared and available.

6. Administration of Data Systems. If the LEA desires to contract with SCCOE for certain administrative services with respect to the LEA's data systems, which may include collection, extraction or backup of data on behalf of the LEA, a list of agreed upon administrative services will be defined in a schedule to be incorporated herein as additional Exhibits to this Agreement, which will govern the terms of any specific services provided.

7. Data Security. Both parties agree to maintain appropriate security protocols in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. SCCOE maintains appropriate network and other data security to protect any data in its possession. Each party agrees to notify the other if it has any reason to believe there has been a breach of data security relevant to the data subject to this agreement, and any data has been lost, tampered with, or otherwise illegally accessed. Any notifications required by law in the event of a breach in data security will be the responsibility of the agency defined as responsible for such reporting.

8. Outside Agencies. Both LEA and SCCOE have periodic need to share student data, as legally allowed, with public agencies (including the California Department of Education) needing access to such data to provide services to students. SCCOE and the LEA understand that the sharing of data for use in such systems will greatly streamline the process of getting important services to students. Foster Youth data is an example requiring production of, access to, and sharing of data on behalf of the Santa Clara County courts and other public agencies to provide intervention services. Education Code sections 49076 and 49076.5, as amended, provide specific legal conditions under which data may be accessed by or shared with public agencies.

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Additionally, LEA and SCCOE may have the periodic need to share data, as legally allowed, with University researchers for academic purposes to allow University researchers to collaborate with LEA and SCCOE or to perform relevant research studies.

SCCOE agrees that no data will be made accessible to any such agency or University for any purpose other than those limited to the data required and relevant to the program's services, and only under conditions allowed by law, and only with specific prior written approval of LEA.

9. Independent Contractors: Both parties may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the parties' systems, and by state and federal law governing such access.

10. Term of the Agreement: This MOU may be periodically or annually updated to incorporate changes if required upon mutual agreement of the parties. LEA understands that this agreement is part of an effort to standardize data sharing and management between SCCOE and all districts it serves, and as such, every effort will be made to maintain a common agreement across all agencies.

11. Indemnification/Liability: The SCCOE and LEA agree to mutually indemnify and hold harmless each other against claims against their respective agencies as a result of any or all actions, claims, damages and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors or omissions of the other party. The parties further agree that each shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this agreement.

If not updated by July 1 of each year, this Memorandum of Understanding will continue to remain in force and govern all services for that fiscal year until and unless terminated per Paragraph 12 of this Agreement.

12. Termination. Either party may terminate this MOU upon ninety (90) days' written notice.

IN WITNESS WHEREOF, the parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of Santa Clara, State of California.

## AUTHORIZED SCCOE PARTY

DocuSigned by:



SIGNATURE

Dr. Mary Ann Dewan

NAME

County Superintendent of Schools

TITLE

2/2/2021 | 11:39 AM PST

DATE

## AUTHORIZED DISTRICT PARTY

SIGNATURE

  
Paul Johnson

NAME

Superintendent

TITLE

January 25, 2021

DATE

Risk Management: 02/02/21

Reviewed by: K Eastman

RM#: 21-26-0634

**ADDENDUM NO. 1  
DATA PRIVACY PROVISIONS**

This addendum ("ADDENDUM NO. 1 DATA PRIVACY PROVISIONS") serves to outline additional agreements between the parties to the MEMORANDUM OF UNDERSTANDING FOR DATA SHARING BETWEEN DISTRICT AND SCCOE specifically relating to the use and handling of the data shared by and between the LEA and SCCOE.

1. SCCOE shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the MOU. For the purposes of this Addendum No. 1, a "Pupil Record" or "Pupil Records" include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. A "Pupil Record" or "Pupil Records" does not include de-identified information that, on its own or in aggregate, cannot be used to identify an individual pupil.
2. All Pupil Records obtained by SCCOE from LEA continue to be the property of and under the control of the LEA. The LEA retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.
3. SCCOE shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures to the LEA such that the LEA can respond to a parent, legal guardian or eligible student who seeks review personally identifiable information on the pupil's records or correct erroneous information.
4. SCCOE may not distribute Pupil Records to any third party without LEA's express written consent or as permitted by the MOU, unless required by law. Unless permitted by the MOU, use of subcontractors and subcontractor access to Pupil Records must be approved in writing by the LEA. SCCOE will ensure that approved subcontractors adhere to all provisions of the MOU and this Addendum No. 1. Provider ensures that any subcontractor or subprocessor that it engages to process, store or access Pupil Records has adequate technical security and organizational measures in place to keep Pupil Records secure and to comply with the terms of the MOU and this Addendum No. 1.
5. SCCOE shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.
  - 5.1 SCCOE shall maintain all data obtained or generated pursuant to the MOU in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the MOU except as necessary to fulfill the purpose of the original request. SCCOE shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under SCCOE's control. When the service is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. SCCOE shall host content pursuant to the service in a secure server environment that uses a firewall and other advanced technology in an effort to prevent interference or access from outside intruders. Where applicable, the service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

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DATA PRIVACY PROVISIONS

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6. Notwithstanding section 6.1 below, SCCOE certifies that Pupil Records shall not be retained or available to the SCCOE or any such third party that the SCCOE has contracted with for the purpose of providing the Service following the completion of the terms of the MOU. SCCOE shall destroy or return to the LEA all Pupil Records obtained pursuant to the MOU when such Pupil Records are no longer required for the Service, or within a reasonable period of time. Nothing in this Addendum No. 1 authorizes the SCCOE to maintain personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the Service.
  - 6.1 SCCOE may retain a specific pupil's records in the event that that pupil chooses to establish or maintain an account with the SCCOE for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content or by transferring pupil-generated content to a personal account.
7. Upon becoming aware of any unlawful or unauthorized access to Pupil Records stored on equipment used by SCCOE or in facilities used by SCCOE, SCCOE will take the following measures:
  - 7.1 promptly notify the LEA of the suspected or actual incident;
  - 7.2 promptly investigate the incident and provide District with detailed information regarding the incident, including the identity of affected users; and
  - 7.3 assist the District in notifying affected users, affected parents, legal guardians of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident.
8. The terms and conditions of the MOU and any addenda are incorporated herein by reference. This Addendum No. 1 shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA, Section 49073.1 of the Education Code, and Chapter 22.2 of Division 8 of the Business and Professions Code. In the event there is a conflict between the terms of this Addendum and the MOU or any other agreement or contract document(s) pertaining to the MOU, the terms of this Addendum No. 1 shall apply. Notwithstanding the above statement, all other provisions of the MOU shall remain unaffected.
9. The term of this Addendum No. 1 shall expire on the termination date stated in the MOU or in any addenda to such MOU, whichever controls.
10. Neither LEA nor SCCOE may modify or amend the terms of this Addendum without mutual written consent.

*[Signature Page to Follow]*

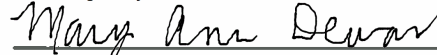
ADDENDUM NO. 1  
DATA PRIVACY PROVISIONS

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IN WITNESS WHEREOF, parties execute this Addendum No. 1 on the dates set forth below.

**AUTHORIZED SCCOE PARTY**

DocuSigned by:



SIGNATURE

Dr. Mary Ann Dewan

NAME

County Superintendent of Schools

TITLE

2/2/2021 | 11:39 AM PST

DATE

**AUTHORIZED DISTRICT PARTY**

SIGNATURE

Paul Johnson

NAME

Superintendent

TITLE

January 25, 2021

DATE

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**ADDENDUM NO. 2**  
**FOSTER VISION DATA SYSTEM**

This addendum serves to outline additional agreements between the parties to the above Memorandum of Understanding specifically relating to the LEA's use of SCCOE's FosterVision Data System ("FosterVision").

FosterVision is a secure, web-based system developed and maintained by SCCOE to manage the data of Foster Youth receiving services throughout the County of Santa Clara. It is designed to allow limited, legal, secure, online and more efficient access to relevant data about Foster Youth to local or state public agencies providing services, as well as the SCCOE and districts serving Foster Youth populations in their respective communities.

The parties to this agreement have a mutual interest in improving the efficiency and effectiveness of tracking and sharing data about Foster Youth between the agencies tasked with providing support services, and wish to use the FosterVision system to achieve these goals.

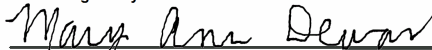
SCCOE has agreed to provide access to the FosterVision system to the public school districts in the County of Santa Clara without charging for its development and maintenance. The system will allow the LEA participating to generate reports and view data relevant to their Foster Youth population as needed. SCCOE will support the system and ensure it provides reliable access to the LEAs data, but bears no liability for any damages as a result of reliance upon the system. LEA agrees that the system's data is dependent upon the accuracy of the data provided by both the LEA and the agencies contributing other data to the system.

Additional reporting and system enhancements may be provided at the SCCOE's election as new requirements demand, or as a majority of the participating LEAs indicate may be needed. Services requested by districts that go beyond the original scope of the FosterVision system as designed may require entry into additional agreements for extra services.

LEA agrees to provide continuous access to the data necessary to populate the FosterVision system, governed by the terms outlined in the *Memorandum of Understanding for Data Sharing Between District and SCCOE* attached. SCCOE agrees to be responsible for ensuring data access is restricted only to those legally allowed to see the relevant sets of data, as further defined in the Memorandum of Understanding for data sharing.

**AUTHORIZED SCCOE PARTY**

DocuSigned by:



SIGNATURE

Dr. Mary Ann Dewan

NAME

County Superintendent of Schools

TITLE

2/2/2021 | 11:39 AM PST

DATE

**AUTHORIZED DISTRICT PARTY**

SIGNATURE

Paul Johnson

NAME

Superintendent

TITLE

January 25, 2021

DATE

**ADDENDUM NO. 3  
SANTA CLARA COE FOSTER YOUTH SERVICES/FYANN  
DATA SHARING AGREEMENT**

This agreement serves as a companion agreement to the previous Memorandum of Understanding for Data Sharing between District and SCCOE, Addenda 1 (Data Privacy) and 2 (FosterVision) provisions.

The Foster Youth Action Aligned Network (FYAAN) is a partnership of agencies that serve as the Executive Advisory Council for the Santa Clara County Office of Education and its Foster Youth Education Services Unit. FYAAN addresses critical issues related to foster youth education with two long-term goals:

- Eliminate the disparity of educational outcomes for students in foster care by graduation.
- Ensure the graduating class of 2021 and beyond is employed and earning \$50,000 per year by the age of 26.

The FYAAN stakeholders include the Department of Family and Child Services, California Law Advocates (DFCS), Court Appointed Special Advocates (CASA), First Place for Youth, Kids in Common, Silicon Valley Children's Fund, school district and county office representatives.

WHEREAS, the parties to this agreement have a mutual interest and shared accountability to improve the efficiency and effectiveness of foster youth support services and wish to use the SCCOE DataZone data warehouse and/or FosterVision application to achieve these goals; and

WHEREAS, federal and state law encourages—and in many instances state law requires—the sharing of data and records to ensure that foster youth receive appropriate supports and services including transportation, tutoring and counseling; and

WHEREAS, FYAAN seeks to link student data from districts in Santa Clara County with Foster Youth data from the Department of Family and Child Services to assist in assessing the effectiveness of foster youth programs and services and identifying trends that impact educational attainment among foster youth; and

WHEREAS, the resulting FYAAN data set resulting reports will be de-identified and leveraged to identify educational challenges and opportunities that become evident at scale, and

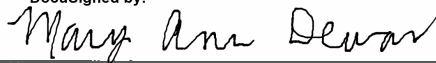
WHEREAS, SCCOE will enter into an agreement with FYAAN to establish training and expectations for privacy, confidentiality and adherence to all FERPA regulations and additional privacy concerns that may arise from this data sharing agreement,

NOW THEREFORE, in consideration of the above terms and conditions:

Los Gatos Union Elementary School District authorizes SCCOE to extract applicable foster youth information such as demographics, attendance, behavior and course grades directly from SCCOE's DataZone data warehouse or FosterVision application in support of the goals of the FYAAN stakeholders.

**AUTHORIZED SCCOE PARTY**

DocuSigned by:



SIGNATURE

Dr. Mary Ann Dewan

NAME

County Superintendent of Schools

TITLE

2/2/2021 | 11:39 AM PST

DATE

**AUTHORIZED DISTRICT PARTY**

  
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Paul Johnson

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