

2018-2019

MEMORANDUM OF UNDERSTANDING

SAN RAFAEL CITY SCHOOLS - MCOE INDEPENDENT CONTRACTOR

This Agreement, by and between San Rafael City Schools (herein after referred to as the "District"), and MCOE Independent Contractor for Marin County Office of Education (hereafter referred to as "MCOE"), is to verify the commitment to provide support services for the College Access and Student Success-Dreamers Pilot Project. The said MCOE Independent Contractor is providing technical assistance in the Dreamers Pilot Project, to extract and gather data, based on the established metrics, submitted in the grant proposal with the Marin Community Foundation.

1. Scope of Agreement - The purpose of this agreement is to set forth the rights and responsibility between MCOE Independent Contractor and the District with respect to data collection, use, and retention by the MCOE.
2. MCOE Responsibilities - The District will provide data access to the MCOE representative to extract student data for the purpose of Marin Community Foundation Joint grants for the purpose of the required components of the grant conditions, as mutually held by MCOE and the District.
3. Applicable Law - Both parties understand that certain federal and state program and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirement for data security, and both parties agree to maintain full compliance with such requirements as detailed in the Data Privacy Provisions Addendum (attached).

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

4. Terms of the Agreement - The MOU may be periodically updated to incorporate changes, if required, upon mutual agreement of parties. If the agreement is not updated by July 1 of each year, this Memorandum of Understanding will continue to remain in force and govern all services for the fiscal year.

\_\_\_\_\_  
Superintendent/Designee  
San Rafael City Schools

\_\_\_\_\_  
Superintendent/Designee  
Marin County Office of Education

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ADDENDUM  
DATA PRIVACY PROVISIONS

The addendum serves to outline additional agreements between the parties of the above Memorandum of Understanding specifically relating to the use and handling of data shared by and between the District and MCOE.

1. MCOE will not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the MOU for the purpose of this Addendum, a "Pupil Record " or "Pupil Records" include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or application assigned to the pupil by a teacher or other District 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 MCOE from the District continue to be the property of and under the control of the District. The District 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. MCOE shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures to the District such that the District can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information.
4. MCOE may not distribute Pupil Records to any third party without the District'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 District. MCOE will ensure that approved subcontractors adhere to all provisions of the MOU and this Addendum. Provider ensures that any subcontractor or sub-processor 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 .
5. MCOE 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 MCOE 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. MCOE shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under MCOE'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. MCOE 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 use signs on.

6. Notwithstanding section 6.1 below, MCOE certifies that Pupil Records shall not be retained or available to MCOE or any such third party that MCOE has contracted with for the purpose of providing the Service following the completion of the terms of the MOU. MCOE 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 authorizes MCOE to maintain personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the Services.

6.1 MCOE may retain a specific pupil's records in the event that the pupil chooses to establish or maintain an account with MCOE 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 MCOE or in facilities used by MCOE, MCOE will take the following measures:

7.1 promptly notify SRCS 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 SRCS 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 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, the terms of this Addendum shall apply. Notwithstanding the above statement, all other provisions of the MOU shall remain unaffected.

9. The term of this Addendum shall expire on the termination date stated in the MOU or in any addenda to such MOU, whichever controls.

10. Neither the District nor MCOE may notify or amend the terms of this Addendum without mutual written consent.