

**DATA SHARING AGREEMENT BETWEEN
DISTRICT AND SCCOE FOR DATA WAREHOUSE SERVICES**

This **Data Sharing Agreement** (hereinafter referred to as “**agreement**”) is entered into this _____ day of _____, 20___, by and between the SANTA CLARA COUNTY OF EDUCATION (hereinafter referred to as “**SCCOE**”) and the _____ *School District* (hereinafter referred to as “**LEA**”)(collectively referred to as “**parties**”).

WHEREAS, SCCOE and LEA are entering into this agreement in order to facilitate mutual sharing of data and integration between data management systems, as appropriate, to better serve children and youth, to co-create a data infrastructure to promote racial equity and the public good, to improve efficiencies and effectiveness, and to reduce costs for both parties; and

WHEREAS, it is a fact that many different public entities work with the same children and families, providing services in an isolated fashion or in a “silo,” and without coordinating how they are working with the same children, and it is now widely recognized that this is an inefficient and ineffectual method of working with children and families, and that this operational system contributes to poor outcomes for students;

WHEREAS, the California Legislature has recognized the need for public entities to work together to serve children and youth in an organized and real-time manner;

WHEREAS, in order to effectively serve children and their families from birth through matriculation into the K-12 school system, it is beneficial for public entities to collaborate with each other and create shared systems to facilitate the sharing of data in a safe and secure manner;

WHEREAS, SCCOE and LEA enter into this agreement to facilitate the mutual sharing of data between educational agencies, and to establish responsibilities between the Parties with respect to the sharing of data through the SCCOE’s centralized data warehouse for purposes of improving services and implementing policies to improving educational outcomes for students within the County of Santa Clara;

WHEREAS, the Parties wish to strictly protect the privacy of student data, including pupil records, and to fully comply with any and all applicable federal and state privacy statutes, including but not limited to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended; “FERPA”); California Education Code § 49073.1, the Student Online Personal Information Protection Act (California Business and Professions Code § 22584; “SOPIPA”); California Civil Code § 1798.29; and California Government Code § 6250 et seq.; and

WHEREAS, the purpose of this agreement 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 LEA and/or by SCCOE using its data warehouse services;

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. Additionally, LEA 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 agreement govern all occasions on which data sharing occurs between the SCCOE and the LEA during the term of this agreement.

2. **SCCOE Responsibilities.** SCCOE will provide any services it delivers in a timely and professional manner. SCCOE, to the extent possible, will assist with streamlining of any processes required for the exchange of data between SCCOE and other agencies. 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.

Other departments within SCCOE provide professional services and supports to LEA. With LEA's permission, a specific person or persons (or persons who are the successors for these particular person(s) in their positions) within that SCCOE department shall access identifiable student data contained in data warehouse for the sole purpose of providing professional services to the LEA during the term of the contract. Such access will help the SCCOE department team to understand the LEA and to assist the LEA in monitoring implementation and measuring effectiveness at all levels of the system, including district, school, classroom and student levels. Such SCCOE department teams include but are not limited to the departments and services listed in Attachment A, which is attached and incorporated herein.

Furthermore, LEA agrees that SCCOE may provide identifiable data from the SCCOE data warehouse regarding students to relieve the LEA's administrative burden in transferring student information, such as:

- From pre-K services to K-8 districts and 9-12 districts, and vice versa, and generally for the transfer of student information in the form of a report when a student moves to another district;

- Moves into or out of alternative education (including students in the special education (SPED) and special education local plan areas (SELPA) programs), SCCOE may move the student information in the form of a report accordingly in the SCCOE data warehouse, whether the child stays within the same participating LEA as well as across school districts so long as the sending and receiving LEAs are both participants of the SCCOE data warehouse;
- Sharing data that the LEA has identified as “Directory Information,” as defined by FERPA, 20 U.S.C. §1232g; 34 CFR 99.31(a)(11).

In addition, LEA recognizes that SCCOE may provide county-wide views of particular issues on public-facing dashboards by using LEA aggregated de-identified and anonymized information from the data warehouse (such aggregated de-identified and anonymized information must be comprised of more than 11 individuals to assure that the information can never be re-identified), in combination with aggregated de-identified data from other districts which is also housed in the data warehouse. Such data to be used for public facing dashboards (the data elements listed in Attachment B, which is attached and incorporated herein) can identify and allow filtering demographic subgroups (e.g. to support decisions regarding resource allocation and to inform parent and community partners) but does not and cannot identify the district, school, classroom, child, or teacher. Also, SCCOE can use the de-identified data to develop metrics regarding topics such as chronic absenteeism, kindergarten readiness assessment for preschool programs, potential GIS mapping relative to zip codes, and the quality and/or accessibility of programs (e.g. ELS facility location relative to kindergarten readiness of children).

Last, in the future, SCCOE may be able to provide student and parent access to the particular student’s identifiable data and profile. If and when SCCOE provides such a service, the LEA agrees that the data that it provides to SCCOE may be available for the individual student and parent/legal guardian to view their own data.

SCCOE agrees to notify LEA and obtain explicit permission for sharing of any data requested which falls outside the legal terms of this agreement.

3. **Foster Vision Data System.** This section of this agreement only applies if the LEA has agreed to use SCCOE’s Foster Vision 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 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 agrees 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 LEA 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.

SCCOE program lead and the evaluator of the program will also have access to personally-identified information regarding supports and services provided to foster youth that is contained in the records.

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 and SCCOE agrees to be responsible for ensuring data access is restricted only to those legally allowed to see the relevant sets of data.

4. **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. The data provided by the LEA shall include data relevant to the purpose of this agreement or specific system requirements.

If LEA makes a request for the SCCOE data warehouse to provide specific information (for example, a one-time data pull), SCCOE will make efforts to accommodate the request. 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.

5. **Applicable Law.** The sharing of data pursuant to this agreement 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. SCCOE is bound by the same laws and regulations for access and management of this data, and will conform to all legal requirements. SCCOE and LEA agree that the disclosure of information under this agreement complies with the applicable federal and state statutory and regulatory requirements, including but not limited to the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99, as amended, Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. §§6501-6504; Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. §1232h; California Education Code § 49076, as amended by AB 733 (Chapter 388, signed and filed September 18, 2012), California Education Code § 49073.1, the Student Online Personal Information Protection Act ("SOPIPA"), California Business and Professions Code §22584; California Civil Code § 1798.29; and California Government Code § 6250 et seq. SCCOE and LEA further agree, to the extent it hosts such data, to maintain the confidentiality and privacy of such information and any other information that

may be covered by applicable federal and state laws and regulations relating the maintenance, uses, and disclosures of protected health information (including but not limited to heightened requirements for mental health and drug and alcohol use records), including, without limitation, the Health Information Portability and Privacy Act of 1996 (“HIPAA”), 42 U.S.C. §§1320 et seq., as amended by the Health Information Technology for Economic and Clinical Health Act, incorporated in the American Recovery and Reinvestment Act of 2009, and all current and future regulations promulgated thereunder, including those published at 45 CFR Parts 160, 162, and 164, all collectively referred to herein as “HIPAA Requirements.” To the extent required by the HIPAA Requirements, LEA shall obtain authorization and consent from the students and/or students’ parents or legal guardians to use or disclose student protected health information. Furthermore, the parties agree to adhere to the requirements of such laws and regulations in carrying out their responsibilities pursuant to this agreement, as detailed in the Data Privacy Provisions, as outlined and incorporated herein as Attachment C.

The Parties further understand and acknowledge that certain federal and state laws and programs, including but not limited to laws and regulations governing the free and reduced lunch program and the provision of special education services, have additional legal requirements for sharing of data and privacy, confidentiality, and data security, and both parties agree to maintain full compliance with such requirements. Such requirements are detailed in the Data Privacy Provisions, which are listed in Attachment C, which is attached and incorporated herein.

6. **Ownership of Data.** SCCOE and 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. LEA understands that though SCCOE may notify it of issues it discovers with the source data, 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 generated by such systems.

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 who are legally permitted. 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 as responsible for such reporting.

8. **Outside Agencies.** Both LEA and SCCOE have periodic need to share student data, as legally permissible, with public agencies (including the California Department of Education) needing access to such data to provide services to students. SCCOE and LEA understand that the sharing of data for use in such systems will greatly streamline the process of getting important services to students. Foster Vision 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 pursuant to paragraph 3, herein above.

California Education Code §49076, as amended, provide specific legal conditions under which education data may be accessed by or shared with public agencies. The parties will abide by such conditions.

Additionally, LEA understands and acknowledges that SCCOE, through its data warehouse, receives data from outside agencies, including other LEAs and other educational agencies, and non-educational agencies and organizations (e.g. Healthier Kids Foundation of Santa Clara County). Such outside agencies wish to use the data warehouse to share data with LEA and for LEA to use the data warehouse to share LEA's information and data to specific agencies if permissible by law, including but not limited to obtaining a consent by the parent and/or student to share such information.

Last, LEA understands and acknowledges that SCCOE may use de-identified and anonymized student data which the LEA has provided to SCCOE to support SCCOE in its efforts to obtain additional funds (public and private) to support projects, including but not limited to improving student outcomes, supporting school districts, and working on equity issues.

9. Research. There are periodic needs for LEA and SCCOE to share data solely for research and evaluation purposes and in compliance with all state and federal laws and regulations. Such work may occur by either an accredited university or by the SCCOE Research and Evaluation Department, either broadly or specifically, such as conducting state and federally-mandated, community-based needs assessments for Head Start and the Local Early Education Planning Council (LPC) and serves as lead evaluator for grant funded projects (e.g., Tobacco Use Prevention Education, California Equity and Performance Improvement Project) implemented by one or more of the SCCOE departments identified in Attachment A. If permitted by LEA, the SCCOE data warehouse will provide to either the university or the SCCOE Research and Evaluation Department only de-identified data and only what de-identified data that is necessary for the research and evaluation purposes. Prior to SCCOE providing any data to either a university or to SCCOE Research and Evaluation Department, the LEA shall provide written prior approval.

Pursuant to 34 CFR §99.31(a)(6) and the CA Education Code §49076(a)(2)(E), the Parties may share information from student education records with an organization conducting studies for, or on behalf of, educational agencies to improve instruction. Any such studies conducted pursuant to this agreement shall not permit identification of individual students and parents by anyone other than representatives of the organization with legitimate interests in the information. Further, all student information shared for this purpose will be destroyed when no longer needed for the study.

Pursuant to 34 CFR §99.31(b) and the CA Education Code §49076(c), the Parties may share student records or information without the consent of the student's parent or guardian if the records or information are de-identified, which requires the removal of all personally identifiable information. Prior to sharing de-identified student information, the disclosing party will make a reasonable determination that a pupil's identity is not personally identifiable, whether through single or multiple releases, and take into account other pertinent reasonably available information. SCCOE seeks access to

de-identified countywide data for the educational purpose of identifying trends that impact educational attainment amongst our youth. Districts and schools will not be identified in published materials without consent. The de-identified data set will be leveraged to identify educational challenges and opportunities that become evident at scale.

All research using LEA data for research purposes shall have prior IRB authorization for the research purpose. Copies of the IRB authorization shall be maintained by both the SCCOE and the LEA.

10. **Independent Contractors.** Both SCCOE and LEA 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.

11. **Term:** This agreement shall be annually reviewed and updated to incorporate any changes 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.

If this agreement is not updated by June 30 of each year, the terms of the current agreement will remain in force and govern all services for that fiscal year until and unless terminated pursuant to Paragraph 12 below.

Neither LEA nor SCCOE may modify or amend the terms of this agreement without mutual written consent.

12. **Termination.** Either party may terminate this agreement by providing the other party with at least a minimum of ninety (90) days prior written notice.

13. **Retention/Deletion of Data.** SCCOE shall, at the LEA's option, destroy the personally identifiable information (PII) provided by LEA pursuant to this agreement within a reasonable period following a written demand by LEA. If no prior demand is made, and after all contract work has been completed, the SCCOE will send to the LEA official correspondence indicating that all PII will be destroyed or deleted within ninety (90) days unless a new agreement related to additional use of the PII is agreed upon prior that time. If an amendment or a new agreement is not reached, the SCCOE will destroy the PII. If requested, the SCCOE will also securely transfer back to the LEA a working file of the PII for long-term storage.

14. **Indemnification/Liability.** Each Party will defend, indemnify and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or

claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

15. **Insurance.** Each Party shall, at its expense, carry the following insurance during the Term and for a period of at least one year thereafter:

- a) Commercial general liability insurance with limits of not less than \$500,000 per occurrence and \$1,000,000 in the aggregate, including for bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring activities of SCCOE under this agreement;
- b) Workers' compensation and employers' liability insurance with limits to conform with the greater of the amount required by applicable law or \$1,000,000; and
- c) Errors and Omissions/Professional Liability insurance with limits no less than \$500,000 per occurrence and \$1,000,000 in the aggregate.

All insurance policies required pursuant to this Section shall: (a) be issued by insurance companies reasonably acceptable to both Parties; (b) provide that each Party give at least 5 days' prior written notice of any cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, the Party shall have new insurance policies in place that meet the requirements of this Section; (c) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of SCCOE or LEA (as applicable) shall be excess and non-contributory; and, on the Commercial General Liability policy, name the insured Party respectively (i.e., LEA names SCCOE and SCCOE names LEA) and its affiliates, including, in each case, all successors and permitted assigns, as additional insureds. This Section shall not be construed in any manner as waiving, restricting or limiting the liability of either Party for any obligations imposed under this agreement (including any indemnification obligations).

Each Party agrees to provide its insurance broker(s) with a copy of these insurance provisions and provide the other Party on or before the Effective Date of this agreement, Certificates of Insurance for all required insurance and shall not do anything to invalidate such insurance. All Certificates of Insurance for LEA shall be sent to (email is sufficient) NAME (EMAIL) TITLE. All Certificates of Insurance for SCCOE shall be sent to (email is sufficient), Rocio Palacios (rpalacios@scoec.org) SCCOE Administrative Assistant.

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

AUTHORIZED SCCOE PARTY

AUTHORIZED DISTRICT PARTY

SIGNATURE

SIGNATURE

Dr. Mary Ann Dewan
NAME

NAME

County Superintendent of Schools
TITLE

TITLE

DATE

DATE

ATTACHMENT A

- A. Multi-Tiered System of Supports (MTSS). Access to LEA data will permit the MTSS team to tailor supports for at-risk students through the lens of its framework: system structure, data, and practices. The MTSS team will determine how to use the integrated data system to identify cohorts of students for services, differentiate positive behavioral supports, and provide evidence or data-based interventions.
- B. SCCOE's Inclusion Collaborative. Assist districts ensure that they are meeting the needs of students in Special Education programs through the review of a variety of domains of data, including attendance, behavior, grades, local and state assessments (e.g. CA Adaptive Assessments; ASQ/ASQ SE Developmental Screening). This will enable the Collaborative to build problem-solving processes with the district and schools, assist in facilitated group professional learning communities and reflective practice, and to perform cycles of inquiry for positive student outcomes.
- C. Professional Learning and Instructional Support Division (PLISD). PLISD provides leadership, services and support to school districts through professional learning opportunities in the areas of curriculum/instruction development, college and career technical education skills, and district/school improvement services. The Division conducts seminars, conferences and workshops for K-12 teachers, administrators and parents, and supports the development of student success by building capacity through innovative high-quality instruction. The team will access identifiable data to enhance the professional development for teachers in helping them understand which students need specific kinds of academic supports and then tailoring instructional strategies to meet those needs.
- D. Educator Preparation Programs for Inclusive Classrooms. SCCOE offers a total of five (5) credential programs through Educator Preparation for Inclusive Classrooms (EPIC) and Leaders in Educational Administration Program (LEAP) approved by the Commission on Teacher Credentialing. EPIC prepares candidates to become teacher specialists in an inclusive classroom. Approved by the California Commission on Teacher Credentialing (CTC), this SCCOE team offers credentialing specializations in, among other areas, Early Childhood Special Education (ECSE), Mild to Moderate, and Moderate to Severe. LEAP prepares certified staff for positions as educational administrators. Approved by the CTC and based on the California Administrative Performance Commission on Teacher Credentialing, LEAP coursework requires aspiring administrators to analyze district/school/classroom data and propose data-based action plans. If LEA's data is in the data warehouse, program candidates can be granted appropriate role-based DataZone access as defined by their LEA. If LEA data is not in the data warehouse, program candidates can access the demonstration database to build mock plans.

- E. Early Learning Data Governance Team. The Early Learning Data Governance (ELDG) team supports schools, districts, and early learning partners through providing guidance around identification and prioritization of key early learning metrics to inform instructional and programmatic development, as well as provides guidance that ensures thorough governance structures. Access to early learning data across school districts and in partnership with early learning partners will inform the creation of a local early learning integrated data system, as well as provide the ELDG team with the ability to map out the current landscape of data collection practices in the realm of early learning. Identification of metrics across the early learning landscape leads to a better understanding of the needs of children and families, informs school and district leaders with valuable information about every child's early learning experience, and supports continuous improvement, innovation, and research in early learning for children birth to age eight.
- F. Differentiated Assistance and District Support. This SCCOE Department provides training and support to all districts, including those that have been identified for Differentiated Assistance based on the annual result of the California School Dashboard. Working in partnership with the district, SCCOE team members facilitate district teams in identifying problems of practice and uncovering root causes behind these system-level problems through data analysis activities. Once root causes are acknowledged, the SCCOE team works with district colleagues to develop actions and measure the impact of those actions on the identified problem of practice. Access to up-to-date district data would allow the SCCOE team to support the district team in reviewing current system-level metrics as well as to provide an understanding of the school, grade level, classroom and individual student needs. Student-level access would also enable follow-up support with action planning and progress monitoring.
- G. District LCAP Advisory Services. This SCCOE Department provides strategic planning supports to districts, including data analysis, accountability, compliance, and LCAP and SPSA authoring support. The SCCOE team's goal is to help district partners develop comprehensive, equity-focused plans that tell their story and effectively monitor the results of their system, ultimately leading to an improvement in student outcomes. Access to up-to-date district data would allow the SCCOE team to support their district partners in reviewing current system-level results as they develop and align actions and services included in their planning documents. In addition, use of current data would allow the SCCOE team to provide ongoing technical assistance to district partners in monitoring the impact of their actions and services on the intended student outcomes.

ATTACHMENT B

METRIC	DEMOGRAPHIC FOR METRIC
Enrollment	<ul style="list-style-type: none">*Enrollment by grade drillable to age (Ages 0-8)*Enrollment by age drillable to grade*Enrollment by SED by age*Enrollment by SPED preschool by age*Enrollment foster youth by grade drillable to age*Enrollment by race/ethnicity
Attendance	<ul style="list-style-type: none">*Attendance categories by grade*Attendance categories by age*Attendance categories by SED*Attendance categories by race/ethnicity
Health	<ul style="list-style-type: none">*Number of dental/vision/hearing screenings by age*Number of dental/vision/hearing referrals by age*Number of dental/vision/hearing screenings by grade*Number of dental/vision/hearing referrals by grade*Number of dental/vision/hearing screening by race/ethnicity*Number of dental/vision/hearing referrals by race/ethnicity*Health information stored in SIS (such as information from school nurses or other organizations)
Graduation Rate	<ul style="list-style-type: none">*Graduation by race/ethnicity*Graduation by SED*Graduation by SPED*Graduation by Foster Youth
CAASP	<ul style="list-style-type: none">*Publicly available data
ELPAC	<ul style="list-style-type: none">*Number of ELLs by grade – drillable to ELPAC score*Number of ELLs by grade who attended Head Start and State Preschool drillable to ELPAC score

ATTACHMENT C

1. SCCOE shall not use any identifiable information in a Pupil Record for any purpose other than those required or specifically permitted by the agreement. For purpose of this agreement, 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 employee. A “Pupil Record” or “Pupil Records” does not include de-identified information or information that is included in an aggregate format; such information, on its own or in aggregate, cannot be used to identify an individual student, teacher, class, school, or district. All Pupil Records obtained by SCCOE from LEA shall continue to be the property of and under the control of the LEA. The LEA retains exclusive control over student and staff data, including but not limited to determining who may access data and how it may be used for legitimate authorized purposes.
2. SCCOE shall provide a means by which its employees, when so authorized or permitted, can search and export Pupil Records through reasonable procedures to the LEA such that the LEA can respond to a parent, legal guardians, or eligible student who seeks review of personally identifiable information on the pupil’s records or correct erroneous information.
3. SCCOE may not distribute Pupil Records to any third party without express written consent of LEA, or as permitted by the agreement, unless required by law. Unless permitted by the agreement, 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 this agreement and this specific Attachment.
4. 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.

SCCOE shall maintain all data obtained or generated pursuant to the agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the agreement except as necessary to fulfill the purpose of the data sharing. 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 from the SCCOE Data Services and Data Governance teams and participating parties to this agreement. 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.

5. Notwithstanding the next paragraph, 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 data sharing service following the completion of the terms of this agreement. SCCOE shall destroy or return to the LEA all Pupil Records obtained pursuant to the AGREEMENT when such Pupil Records are no longer required for the purposes of this agreement, or within a reasonable period of time. Nothing in this Attachment authorizes the SCCOE to maintain a personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the data sharing service.

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.

6. 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 shall take the following measures: (a) promptly notify the LEA of the suspected or actual incident; (b) promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identify of affected users; and (c) assist LEA in notifying affected users and affected parents/legal guardians of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident.
7. The terms of this Attachment and agreement shall govern the treatment of Pupil Records to comply with all federal and state legal privacy protections, including those found in FERPA, California Code §49073.1, and Chapter 22.2 of Davison 8 of the Business and Professions Code. In the event that there is a conflict between the terms of this agreement and Attachment or any other agreement or contract document(s) pertaining to the agreement, the terms of this Attachment shall apply. Notwithstanding the above statement, all other provisions of this agreement shall remain unaffected.