



MEMORANDUM OF UNDERSTANDING North State Together and District/County

This Memorandum of Understanding, hereinafter referred to as "MOU," is entered into for the sharing of data across the North State Together/Shasta College/**INSERT NAME OF COUNTY NETWORK** (hereinafter referred to as "North State Together/NST") by and between District ("District") and/or County ("County"), hereinafter referred to collectively as the "Parties", for the purpose of sharing information between the Parties in a manner consistent with controlling law, including but not limited to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232(g) ("FERPA") and California law (Education Code section 49060 et seq.).

RECITALS

WHEREAS, North State Together is a collaborative that works to create clear pathways from a child's first day in the cradle to their first day on the job; and

WHEREAS, FERPA, Code of Federal Regulations, title 34, section 99.31, subdivision (a)(6), and California Education Code section 49076, subdivision (a)(2)(E) allow school districts to disclose personally identifiable student information, without parental consent, to organizations conducting certain studies for or on behalf of the education agencies for purposes of developing, validating, or administering predictive tests, and improving instruction; and

WHEREAS, NST will collect, analyze, and share student data ("Data") in order to study, evaluate, and track performance and improve success from pre-elementary school through university. To that end, NST will coordinate the process of educational institutions sharing academic performance data concerning students who have attended or who are attending their institutions by facilitating the transfer (through secure upload) of Data from educational institutions, ensuring the confidentiality of records and their consistency with FERPA guidelines, and providing technical assistance to educational institutions; and

WHEREAS, the Parties that choose to participate in this MOU desire to study, evaluate and improve their respective educational programs through the analysis of academic performance data concerning the students who have attended or who are now attending their educational institutions. It is necessary, therefore, for the Parties to share local education authority ("LEA"), school, and grade-level data on a reciprocal basis so that they may study, evaluate and analyze their respective educational programs.

THEREFORE, the Parties mutually agree as follows:

1. Personally Identifiable Information

The student Data to be disclosed between the District and/or County and NST, will consist of the personal identifiable student information including, but not limited to, the following:

First Name	Gender	Transcripts
Last Name	Student Number	Demographic Information
Date of birth	Graduation Date	Course taking patterns

2. Purpose

The purpose for which the Data is disclosed to the Parties is to study, evaluate and improve their respective educational programs through the analysis of academic performance data concerning the students who have attended or who are now attending their educational institutions. Such studies will assist in improving instruction and developing, validating, or administering predictive tests regarding the Data.

3. Scope of Data Sharing

The Data shall be shared per instruction from NST through a secure upload process. Data shall be provided to NST in the manner and form as specified in this MOU. The educational institutions shall have access to this data as set forth in the executed the Data Sharing form. Any Data received pursuant to this MOU shall remain stored in a read/write database by County and/or District, then by year, but no longer than fifteen years from the date the data is first received.

- a. Parties will not post the Data disaggregated by LEA or school on any website, but will make it available to district superintendents and site principals (when applicable to specific school sites).
- b. Parties will not use Data of other schools in advertisements or public comparisons, but do have the ability to use their own district/school Data.
- c. Parties will have a mutually agreed upon schedule of Data extract dates and specific demographic formats to be received.
- d. District staff will provide the Data extract on the dates specified;

4. Confidentiality

The Parties 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, the Parties 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.
- b. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under this MOU.
- c. 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.
- d. 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. Such measures will be no less protective than those used to secure each of the Parties own data of a similar type.
- e. 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 FERPA and California law relating to the privacy rights of students, such as but not limited to, Education Code section 49060 et seq. and the Code of Federal Regulations, title 34, section 99.31, insofar as such laws are applicable to the parties to this MOU.
- f. Access to any personally identifiable information included in the data under this MOU shall be restricted to those individuals with a legitimate interest in order to carry out the purposes set forth above in this MOU.

5. Data Breach Notification

Upon becoming aware of any unlawful or unauthorized access to student data shared pursuant to this MOU, the Parties agree to the following measures:

- a. Promptly notify the other Parties of the suspected or actual incident; promptly investigate the incident and provide the other Parties with detailed information regarding the incident, including the identity of the effected users;
- b. Assist the other Parties in notifying the affected users, effected persons, and parents and legal guardians of effected persons;
- c. Utilize commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident.

6. Destruction of Confidential Information

The Parties shall destroy all confidential information obtained under this MOU when it is no longer needed for the purpose for which it was obtained as specified in this MOU, subject to state and federal laws regulating record retention. Nothing in this MOU authorizes the Parties to maintain data beyond the time period reasonably needed to complete the purposes of this MOU. Data in physical form shall be destroyed by securely shredding the documents containing the confidential information. Data in electronic form shall be destroyed by deleting the data stored on the computer's hard drive and deleting all backups of the data. If the data in electronic form is stored on multiple computers, it must be deleted using these measures on each computer.

7. Indemnification

The Parties to this MOU agree to defend, indemnify, and hold each other Party to this this MOU, and its officers, employees, and agents harmless from and against any liability, loss, expense (including attorneys' fees), or claims of injury or damages arising out of the performance of the terms of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts of omissions of the indemnifying educational institution, and/or its officers, employees or agents. This indemnification obligation shall continue beyond the term of this MOU or any extension of this MOU.

8. Entire Agreement

This document states the entire agreement between the Parties with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

9. 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.

10. Assignment

None of the signatories to this MOU may assign their rights, duties, or obligations under this MOU, either in whole or in part, without the prior written consent of the other signatories to this MOU.

11. 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.

12. 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.

13. Modification and Amendments

This MOU may be amended or modified at any time by mutual written agreement of the authorized representatives of the Parties hereto. The Parties 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 Parties 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.

14. Term of this MOU

This MOU takes effect upon signature by the authorized representative of each Party. Any participant(s) listed as a Party to this MOU may terminate its participation by delivering written notice of its intent to terminate said participation to the North State Together CEO or designee, no later than thirty (30) days prior to desired termination date. However, termination by any participant(s) listed as a Party will have no force or effect on the rights and responsibilities of the remaining Parties.

15. Counterparts

This MOU may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument.

16. Governing Law and Venue

This MOU and the legal relations between the Parties shall be governed by and construed according to California law. Any action to enforce this MOU shall be brought in the appropriate court having

jurisdiction over matters arising in the County of Shasta, California.

17. Pupil Records

The Parties agree to the following, with regard to pupil records, as that term is defined by Education Code section 49073.1 (“Pupil Records”) and covered information, which means personally identifiable information or materials as defined by Business and Professions Code section 22584 (“Covered Information”).

1. Pupil Records Property of District. All Pupil Records are and will continue to be the property of and under the control of the District. The parties agree that as between them, all rights, including all intellectual property rights in and to Pupil Records shall remain the exclusive property of the District.
2. Pupil-Generated Content. Notwithstanding the provisions of section 1, pupils shall retain ownership and control of pupil-generated content, if any (as that term is defined by Education Code section 49073.1(d)(4)). Parties shall make all pupil-generated content, if any, available to the pupil who created it and provide a process by which a pupil can transfer his or her pupil-generated content to a personal account. If it is ever determined that pupil-generated content will be stored as part of this MOU, within thirty (30) days of that determination, Parties shall provide a written description of the process it will provide to pupils in compliance with this section.
3. Use of Information in Pupil Records. Parties may not and will not use any Pupil Record or information in a Pupil Record for any purpose other than those required or specifically permitted by the MOU.
4. Personally Identifiable Information. Parties shall provide a process by which a pupil’s parent, legal guardian, or the eligible pupil can review the personally identifiable information in an account created for the pupil’s academic-related records and correct erroneous information. If such an account is ever created, within thirty (30) days of the creation of such account, Parties shall provide the District with a written description of the process it will provide to pupils and their parents/legal guardians in compliance with this section.
5. Security and Confidentiality of Pupil Records. Parties will access, store and use Pupil Records in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Parties’ own data of a similar type. Without limiting the foregoing, Parties warrant that all Pupil Records will be encrypted in transmission via web interface using SSL or for file transfers, a Secure FTP site.

In addition, Parties will use industry-standards and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under the Agreement and/or this Addendum.

Parties will designate employees or agents it holds and will hold primarily responsible for meeting the Party's duties to securely maintain and protect Pupil Records. Parties will ensure that the designated persons have or will receive all training and information necessary to meet the Party's duties to securely protect and maintain Pupil Records. The designation of employees or agents required under this section does not relieve a Party of any of its duties under the law or the MOU, nor relieve the Parties of any liability for any breach thereof.

6. Unauthorized Disclosure. Immediately upon becoming aware of an unauthorized disclosure of Pupil Records, or of circumstances that could have resulted in unauthorized access to or disclosure or use of Pupil Records, the applicable Party will notify the District and NST, fully investigate the incident, and cooperate fully with the District's and/or NST investigation of and response to the incident. Except as otherwise required by law, Parties will not provide notice of the incident directly to parents, legal guardians, or pupils whose personally identifiable information was involved, to regulatory agencies, or to other entities, without prior written permission from the District and/or NST. District and/or NST may, by written request, direct Parties to provide notice of the incident directly to parents, legal guardians, or pupils whose personally identifiable information was involved or to regulatory agencies or other entities.

7. Retention of Pupil Records. The Parties hereby certify that Pupil Records shall not be retained or available to the Parties, including any subcontractors, partners, or associated entities of the Parties, following completion of the terms of this MOU. Notwithstanding the foregoing, Parties may maintain pupil-generated content (as that term is defined by Education Code section

49073.1(d)(4)), if any, upon completion of the term of this MOU if, and only if, the parent, legal guardian, or eligible pupil chooses to establish or maintain an account with a Party for the purpose of storing the pupil-generated content and the Party receives the written permission of a pupil's parent or legal guardian to establish or maintain the pupil's account.

In furtherance of the foregoing, upon termination or expiration of the MOU, Parties will ensure that all Pupil Records are securely returned or destroyed as directed by the District. Transfer to the District or a third party designated by the District shall occur within a reasonable period of time, and without significant interruption in service. Parties shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the District or its transferee, and to the extent technologically feasible, that the District will have reasonable access to Pupil Records during the transition. In the event that the District requests destruction of any

Pupil Records, Parties agree to securely destroy all Pupil Records in its possession and in the possession of any subcontractors or agents to which the Parties might have transferred Pupil Records. The Parties agree to provide documentation of data destruction to the District.

8. Federal Educational Rights and Privacy Act. Parties agree to assist in maintaining the privacy of Pupil Records as may be required by State and Federal law, including but not limited to the Protection of Pupil Rights Amendment (PPRA), the Children’s Online Privacy Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and the Student Online Personal Information Protection Act (SOPIPA).

Parties will provide access to Pupil Records, including deidentified information, only to its employees and subcontractors who need to access the data to fulfill Parties’ obligations under the MOU. Parties will ensure that employees and subcontractors who perform work under the MOU have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this MOU. If Parties will have access to “education records” for the District’s students as defined under FERPA, Parties acknowledge that, for the purposes of the MOU, it will be designated as a “school official” with “legitimate educational interests” in the District education records, as those terms have been defined under FERPA and its implementing regulations, and the Parties agree to abide by the limitations and requirements imposed on school officials by FERPA and its implementing regulations. Parties will use the education records only for the purpose of fulfilling its duties under the MOU, and will not share such data with or disclose it to any third party except as provided for in this MOU, required by law, or authorized in writing.

9. No Targeted Advertising. Parties will not use Pupil Records for advertising or marketing purposes unless such use is specifically authorized by this MOU or otherwise authorized in writing by the District. Parties will not use Pupil Records to engage in targeted advertising. Parties are prohibited from mining Pupil Records for any purposes other than those agreed to by the parties.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

SCHOOL DISTRICT

NORTH STATE TOGETHER

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name of Authorized Representative

Printed Name of Authorized Representative

Title

Title

Name of School District

Date

Date

COUNTY OFFICE OF EDUCATION

Signature of Authorized Representative

Printed Name of Authorized Representative

Title

Date