

MEMORANDUM OF UNDERSTANDING
for
DATA SHARING BETWEEN MVLA School District and MetroED

This **Memorandum of Understanding (MOU)** is entered into this 9th day of August, 2023, by and between the Metropolitan Education District, hereinafter referred to as "MetroED," and the Mountain View Los Altos High School District, hereinafter referred to as "MVLASD."

WHEREAS, MetroED and the MVLASD are entering into this MOU in order to facilitate mutual sharing of data and integration between data management systems, as appropriate to promote student safety, increase direct student services, improve efficiencies, and reduce costs for both agencies; and

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

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

1. Scope of Agreement. MetroED and MVLASD share a set of students and depend on information on those students for daily operations as well as long-term planning. Both agencies benefit from accurate, complete, and up-to-date student data. It is the goal of all data sharing efforts to improve the quality of student data which each agency possesses for those students shared between agencies.

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 MetroED and the MVLASD during the term of this Agreement.

2. MetroED Responsibilities. MetroED will provide any services it delivers in a timely and professional manner. MetroED will assist with automation of any processes required for the exchange of data between the agencies to the extent possible. Further, MetroED will ensure any systems it develops with such data to serve the needs of MVLASD 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 MVLASD.

3. ____SD Responsibilities. ____SD shall provide system linkages or necessary data extracts from their student information or other systems in order for MetroED 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 MetroED, which will then be responsible for integrating MVLASD's data into MetroED's data repositories as needed to perform the required tasks for itself or MVLASD. The data provided by the MVLASD 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 MetroED of educational records that contain personally identifiable information on

students of the MVLASD. MetroED is bound by the same regulations and laws for access and management of this data, and will conform to all legal requirements. MetroED and the MVLASD 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, MetroED and MVLASD additionally agree that aggregated (non-individually identifiable) data may be reported upon or shared as allowable by law.

5. Specification of Data. This agreement shall apply to and include the exchange of available student data including the following:

- a. Student Demographic information
 - i. Identifiers such as legal name, date of birth, Statewide Student Identifier (SSID), residence district ID number
 - ii. Descriptors such as nickname, gender, race, ethnicity, grade level
 - iii. Contact information such as residence address, cell phone number, residence district email address, personal email address
- b. Student Household membership
 - i. Parent/guardian name(s), relationship to student
 - ii. Household key or household name, where relevant
 - iii. Parent/guardian phone numbers, email addresses, mailing & residence addresses
 - iv. Parent/guardian education level
 - v. Socioeconomic indicator
- c. Emergency Contact information
 - i. Contact names, cell phone number, relationship to student
 - ii. Contact order/sequence, notification preferences
- d. Student Services information
 - i. Special Education participation flag (plan documents to be shared separately by school staff)
 - ii. 504 plan participation flag (plan documents to be shared separately by school staff)
 - iii. English Language Acquisition Status, EL start date
 - iv. Homeless and/or foster status
- e. Health information
 - i. Known conditions, medications,
 - ii. Health support plan flags (plan documents to be shared separately by school staff)
- f. Attendance records
 - i. Term totals of percentage or sum of period absences
 - ii. Absenteeism percentage
- g. Student schedule
 - i. From MVLASD: SVCTE course name, number, period(s), term(s), start and end dates
 - ii. From MetroEd: Course name, start date, CALPADS descriptors, instructor records as needed by CALPADS

6. Ownership of Data. MetroED and the MVLASD agree that the MVLASD will continue to maintain ownership of its source data. Each agency will retain its own student data and maintain responsibility for the accuracy of those data. MetroEDThe MVLASD understands that though MetroED may notify it of issues it

discovers with the source data, the MVLASD is responsible for any corrections required to its own data. MVLASD acknowledges that accurate reports rely upon accurate source data being maintained by MVLASD. Each party owns or controls its data systems and the work product generated by such systems.

MetroED agrees to notify MVLASD 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.

7. Administration of Data Systems. If the MVLASD desires to contract with MetroED for certain administrative services with respect to the MVLASD's data systems, which may include collection, extraction or backup of data on behalf of the MVLASD, 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.

8. 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. MetroED 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.

9. Outside Agencies. Both MVLASD and MetroED 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. MetroED and the MVLASD 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.

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

MetroED 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 MVLASD. MetroED guarantees that parents/guardians shall be provided the opportunity to opt out of the transmission of their student data in each instance described by this provision.

10. 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.

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

12. Indemnification/Liability: MetroED and MVLASD 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.

This Memorandum of Understanding will continue to remain in force and govern all services for 5 fiscal years from July 1st, 2021 until June 30th, 2026 unless terminated per Paragraph 12 of this Agreement.

13. 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 MetroED PARTY

AUTHORIZED MVLA SD PARTY

SIGNATURE

Alyssa Lynch

NAME

Superintendent

TITLE

DATE

SIGNATURE

Teri Faught

NAME

Associate Superintendent, Educational Services

TITLE

DATE

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 MVLASD AND MetroED specifically relating to the use and handling of the data shared by and between the MVLASD and MetroED.

1. MetroED 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 MVLASD or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other MVLASD 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 MetroED from MVLASD continue to be the property of and under the control of the MVLASD. The MVLASD 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. MetroED shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures to the MVLASD such that the MVLASD 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. MetroED may not distribute Pupil Records to any third party without MVLASD'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 MVLASD. MetroED 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. MetroED 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 MetroED 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. MetroED shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under MetroED'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. MetroED 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.

6. Notwithstanding section 6.1 below, MetroED certifies that Pupil Records shall not be retained or available to MetroED or any such third party that MetroED has contracted with for the purpose of providing the Service following the completion of the terms of the MOU. MetroED shall destroy or return to the MVLASD 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 MetroED to maintain personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the Service.
 - 6.1 MetroED may retain a specific pupil's records in the event that that pupil chooses to establish or maintain an account with MetroED 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 MetroED or in facilities used by MetroED, MetroED will take the following measures:
 - 7.1 promptly notify the MVLASD of the suspected or actual incident;
 - 7.2 promptly investigate the incident and provide MVLASD with detailed information regarding the incident, including the identity of affected users; and
 - 7.3 assist the MVLASD 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 MVLASD nor MetroED may modify or amend the terms of this Addendum without mutual written consent.

[Signature Page to Follow]

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

AUTHORIZED MetroED PARTY

AUTHORIZED MVLASD PARTY

SIGNATURE

SIGNATURE

NAME

Teri Faught

NAME

TITLE

Associate Superintendent, Educational Services

TITLE

DATE

DATE

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