



K12 Strong Workforce Program

Data Sharing

Memorandum of Understanding

This data sharing Memorandum of Understanding ("MOU") is entered into by the California Community Colleges Chancellor's Office ("Chancellor's Office") and

(referred to below as the "Entity"). This MOU shall be referred to as the "K12 Strong Workforce Program Data Sharing MOU."

I. PURPOSE

The purpose of this MOU is to document the terms and conditions under which the ENTITY agrees to release confidential student data to the Chancellor's Office for the purposes of:

1. Carrying out the responsibilities and advancing the purposes set forth in the California Strong Workforce Program ("SWP"), Education Code section 88821 et. seq.;
2. Fulfilling data reporting obligations set forth in SWP legislation, including without limitation Education Code section 88828;
3. Complying with the terms of SWP grant award(s);
4. Collecting, maintaining, and reporting data to facilitate program coordination and alignment with other workforce training, education, and employment services and operate in compliance with the California Strategic Workforce Development Plan and the federal Workforce Innovation and Opportunity Act, including audits and evaluations of such state and federally funded education programs.

II. FERPA COMPLIANCE

Chancellor's Office is authorized to receive the data elements listed in this MOU under the following the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99) ("FERPA") exceptions:

- A. Chancellor's Office is considered a Contractor by Entity in collecting, maintaining and reporting Entity's data pursuant to 34 CFR §§ 99.31(a)(1) and 99.7(a)(3)(iii).]
- B. Chancellor's Office is designated as the "Authorized Representative" of Entity for purposes of collecting, maintaining and reporting Entity's data audit or evaluate a Federal or State supported education program or comply with federal requirements of such programs. 34 CFR §§ 99.31(a)(3) and 99.35

III. SCOPE OF WORK

- A. The state allocates funds to the Chancellor's Office to administer the Request for Applications (RFA) and related awards to local education agencies for the K12 Strong Workforce Program (SWP) to create, support, and/or expand high-quality CTE at the K-12 level (Education Code, Section 88827). The Chancellor's Office collects data as a Contractor of the local education agencies relating to the SWP to advance the objectives of SWP, including without limitation, supporting collaboration across education systems and supporting the development and implementation of high-quality, equity driven K-14 career technical education course sequences, programs, and pathways.
- B. The Scope of Data Sharing is detailed in the table below.

File Name	Description
SENR	Student Enrollment
SINF	Student Information (demographics, etc.)
STAS	Student Absence Summary
SPRG	Student Programs
CRSC	Course Completion
SCSC	Student Course Completion
SCTE	Student Career Technical Education
SELA	Student English Language Acquisition
SDIS	Student Discipline File
SINC	Student Incident
SIRS	Student Incident
SOFF	Student Offense
PSTS	Post-Secondary Status

IV. DEFINITIONS

The following definitions apply for the purposes of this MOU:

- C. **"Project(s)"** means the collection of Data by the Chancellor's Office as a contractor of Entity to comply with the SWP legislation or related grant(s) and/or as the authorized representative of Entity to maintain datasets for an audit or evaluation of a federal or state supported education programs or to enforce or comply with federal legal requirements that relate to those programs as described in sections I through III.
- D. **"Authorized Personnel"** means those persons employed by the Chancellor's Office and Chancellor's Office contractors who have a legitimate educational interest and must have access to the Entity's data in order to perform their official duties in connection with the use of data authorized by this MOU in sections I through III.
- E. **"Confidential Data"** means information maintained by state agencies that is exempt from disclosure under the provisions of the California Public Records Act (Government Code Section 7920.100 et seq.) or other applicable state or federal laws, whether or not marked "confidential," "proprietary," "privileged" or with similar markings. Confidential Data includes Personally Identifiable Information as defined in subsection (E) and any derivation, aggregation, alteration, modification, or compilation thereof except for De-identified data.
- F. **"Contractor"** For the purposes of this DPA and pursuant to FERPA 34 CFR § 99.31(b), a Contractor is authorized by the Entity to (1) Perform an institutional service or function for which the agency or institution would otherwise use employees, including without limitation maintaining and reporting Entity data; (2) Is under the direct control of Entity with respect to the use and maintenance of the SWP data elements as exercised through this MOU, the SWP legislation and the Entity's election to participate in the SWP grant; and (3) Is subject to FERPA 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from educational records.
- G. **"Data"** or **"data"** is a representation of information, facts, concepts, or instructions in a formalized manner suitable for communication, interpretation, or processing by humans or by automated means, whether confidential or publicly available.

- H. **"Personally Identifiable Information (PII)"** is any information or data about an individual maintained by an agency that identifies or describes an individual, including but not limited to (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial and employment information.
- I. **"De-identified"** means information or data that is no longer personally identifiable; personal information has been removed.
- J. **"Breach"** means the acquisition, access, use, or disclosure of Confidential Data, including PII, in a manner not permitted under this MOU, FERPA, California Education Code, California Information Practices Act, or other applicable federal or state law which compromises the security or privacy of PII.
- K. **"Contact Person"** means the person(s) designated in section IV.

V. CHANCELLOR'S OFFICE RESPONSIBILITIES

- A. *Data Security.* The Chancellor's Office shall use, disclose, manage and protect the Confidential Data, including PII, received in accordance with the MOU, the Chancellor's Office Data Security Policies, and all applicable federal and state laws. The Confidential Data shall not be used for personal or private gain or profit and may only be used for the Project(s) identified in sections I through III of this MOU.
- B. *Indemnification.* Each Party shall defend, indemnify, and hold the other Party harmless from any and all claims arising out of or in connection with their respective actions or inactions under this MOU, including without limitation, acts or omission in the receipt, transfer, disclosure, re-disclosure, security, use or handling of Confidential Data, including PII.
- C. *Redisclosure of Received Data.* Chancellor's Office may redisclose Data or Confidential Data, including PII, received under this MOU as long as the redisclosure is for the Project purpose and is subject to a written agreement with confidentiality terms applicable federal and state laws.

- D. *Publications.* The Chancellor's Office shall not include in any final report data that may lead to the disclosure of Confidential Data, including PII, when combined with other available data sets. In cases where the Chancellor's Office believes the release of data may lead to the disclosure of Confidential Data, including PII, it shall merge the data into a larger data set.
- E. The Chancellor's Office shall comply with this MOU and the Scope of Data Sharing for the use, transmission, destruction, and the security of any data received under this MOU.
- F. The Chancellor's Office will not, under any circumstances, identify any person, household or family, nor contact any individuals reflected in the data, unless otherwise required by law.
- G. The Chancellor's Office will designate a contact person to be responsible for oversight and supervision of the security and confidentiality of the data. The Chancellor's Office will immediately notify the Entity in writing of any change to this designation. The Chancellor's Office contact person is:

Tadeh Houspian

Information Security Officer

Digital Innovation and Infrastructure Division

1102 Q Street, 6th Floor

Sacramento, CA 95811

(916) 324-8902

Email: thouspian@cccco.edu with cc to: iso@cccco.edu

The Chancellor's Office liaison for this MOU is:

John Hetts

Executive Vice Chancellor

California Community Colleges Chancellor's Office

1102 Q Street, 6th Floor Sacramento, CA 95811

jhetts@cccco.edu

- H. All Chancellor's Office staff, authorized personnel, or its designees handling or having access to the data must sign a non-disclosure agreement before having access to any Confidential Data.

VI. ENTITY RESPONSIBILITIES

- A. The Entity will securely transfer a data set using a Chancellor's Office provided secure tool to the Chancellor's Office solely for the purposes identified, and as authorized, by the terms of this MOU.
- B. The Entity will designate a contact person to be responsible to act in a liaison capacity throughout the term of this MOU.

The Entity will immediately notify all parties in writing of a change in designation. The contact person is:

NAME:

PHONE:

EMAIL:

- C. Entity will designate a contact person to be responsible for oversight and supervision of the security and confidentiality of the data throughout the term of this MOU. The Entity will immediately notify all parties in writing of a change in designation. The contact person is:

NAME:

PHONE:

EMAIL:

- D. Entity shall comply with this MOU and the Scope of Data Sharing for the transmission and the security of any data transmitted under this MOU.
- E. Entity shall include the Chancellor's Office and/or this MOU as within Entity's criteria for determining who constitutes a School Official or Contractor and what constitutes a legitimate educational interest in its annual notification of rights.

VII. TERM

This MOU is effective when signed by all parties and remains in effect while the Entity remains a grantee under the K12 SWP, unless terminated by either party pursuant to Section VIII of this MOU.

VIII. OWNERSHIP

At all times, the Entity's data that has been provided to the Chancellor's Office pursuant to this MOU, is the property of the Entity. The Chancellor's Office has no property interest or ownership claim in the Entity data.

IX. GENERAL PROVISIONS

- A. **Amendment and Assignment:** This MOU may be amended at any time by mutual agreement of the Chancellor's Office and the Entity in writing and signed by each party. The appointment of Entity as the Chancellor's Office authorized representative may not be assigned or otherwise transferred to another entity.
- B. **Termination:** This MOU may be terminated by either party without cause by written notice. All data released as part of this MOU will be immediately destroyed once all statutory requirements of the K12 SWP have been met or are no longer in force. In the event of a written notice of termination of this MOU, both Parties shall abide by all legal obligations stated in this MOU or as required by federal and state law for the protection of confidentiality.
- C. **Dispute Resolution Process:** If a genuine dispute arises between the parties, the resolution process outlined below must be followed.
 - 1. If the dispute cannot be resolved informally, the dissatisfied party may request dispute resolution by directing the dispute, in writing, to the other party's supervisor. The grievance must state the disputed issues and the relative positions of the parties. The supervisor shall render a written decision within ten (10) working days after receipt of the written grievance from the dissatisfied party. Should the dissatisfied party disagree with the written response that party may appeal in writing to the appropriate superior of the supervisor making the initial determination. The decision on the appeal shall be in writing and shall be final.
 - 2. For disputes regarding the disclosure by the Chancellor's Office of Confidential Data, including PII, provided by the Entity under this MOU, a written request by the Entity's Contact Person to halt or change the use of the data shall be sufficient to halt or change the use of the data as identified in the request.

3. During the dispute process, the Entity will comply with the written request of the Chancellor's Office regarding the use of the data.

X. ENTIRE AGREEMENT

This MOU, including its Attachments, constitutes the entire agreement between the Chancellor's Office and the Entity regarding this matter. Any prior agreements or any oral representations between the parties concerning the subject matter of this MOU shall be of no force or effect.

The invalidity in whole or in part of any provisions of this MOU shall not void or affect the validity of any other provisions of this MOU.

XI. GOVERNING LAW AND VENUE

This MOU is made and entered into in the County of Sacramento, State of California. The rights and obligations of the parties and the interpretation and performance of this MOU shall be governed by the laws of the State of California, excluding any statute that directs application of the laws of another jurisdiction. Each party hereby agrees that any action which, in whole or in part, in any way arises under this MOU shall be brought in the State of California, Sacramento County Superior Court, or the United States District Court, Eastern District of California.

XII. EXECUTION

Each of the persons signing this MOU represents that he or she has authority to sign on behalf of and to bind such party.

In witness whereof, the California Community Colleges Chancellor's Office and the Entity have executed this MOU as of the date of the signatures below.

ENTITY NAME

Signature: _____

Date: _____

NAME:

TITLE:

EMAIL:

California Community Colleges Chancellor's Office

Signature: _____

Date: _____

John Hetts
Executive Vice Chancellor
Email: jhetts@cccco.edu