

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF SONOMA  
AND  
SONOMA COUNTY OFFICE OF EDUCATION  
FOR  
INFORMATION SHARING**

This Memorandum of Understanding “MOU” is made and entered into this 1 day of July, 2020, in the State of California, by and between the County of Sonoma (hereinafter “County”) and the Sonoma County Office of Education (hereinafter “School District”), collectively “the Parties.”

**RECITALS**

Whereas, the Parties understand and agree that information sharing is essential to achieving their shared goals of enhancing the health, education, and welfare of children and their families;

Whereas, the County may from time to time fund particular programs specifically designed to help certain children achieve academic success and both County and School District have a mutual interest in evaluating the efficacy of those programs;

Whereas, from time to time the disclosure to County of pupil records may be necessary in order to assist the County in delivering, evaluating, and improving services for students served by School District;

Whereas, the Parties desire to commit to sharing information within the confines of federal and state law and commit to protecting from disclosure to third parties personally identifiable information that is confidential under state or federal law.

**AGREEMENT**

Now, therefore, in consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. This MOU includes Exhibits outlining specific data to be shared, the lead agency, planned usage, and provisions for confidentiality, all of which taken together shall constitute one agreement. Parties to this MOU will only share information as detailed in this MOU and as allowed by applicable laws and rules.
2. “Pupil Records” as used herein shall refer to records defined as pupil records in Section 49061 et seq. of the California Education Code or personally identifiable education records as defined in 34 C.F.R. § 99.3 et seq. Pupil Records as used herein shall not be construed to include those items excluded in the foregoing statutes and shall not be construed to include aggregated or de-identified information that has been stripped of information

that would permit County to identify individual students and parents to which the information applies.

3. Each party shall be responsible for ensuring that its data is shared, matched, exchanged, or used in compliance with all applicable state and federal laws. The Parties to this MOU acknowledge and agree that data shared by School District will meet the exemption requirements of Title 34 of the Code of Federal Regulations, section 99.31 and Education Code section 49076 (a)(1)(G). School District will ensure that informed consent from the subject's parent/guardian is obtained for all confidential data which does not meet one of the above-listed exemptions.
4. The parties acknowledge the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. sec 1232g, California Education Code section 49073-49079.7, and under provisions of state law relating to privacy. The County shall ensure that all activities undertaken pursuant to this MOU comply with these requirements.
5. The parties agree that the programs detailed in the Exhibits do not permit personal identification of parents and students to individuals other than representatives of School Districts, County Departments or their partners that have legitimate grounds for accessing the information as outlined in the attached Exhibits. Where required, information will be shared only with informed consent of the subject of the information and the subject's parents, as applicable.
6. Parties shall conduct data collection and analysis functions (as detailed in Exhibits) in a manner that does not permit the personal identification of parents and students associated with Pupil Records, by anyone other than the persons specifically described in the Exhibits.
7. Confidential data furnished by any party pursuant to this MOU will be used or disclosed only as specifically provided by this MOU. Confidential data furnished by any party pursuant to this MOU shall not be disclosed for use to any person other than the authorized parties' staff who is assigned to the use of data for the purposes authorized under this MOU.
8. The Parties agree to make a good faith effort to resolve informally any and all differences arising between them in the interpretation or performance of this MOU. If a dispute persists, either party may suggest an executive meeting for review and resolution. The party suggesting the meeting should identify the issues in dispute and coordinate a face-to-face meeting to review the issues and solution options. An executive officer for each party who has full authority to discuss the issues and commit to effective solutions shall attend and participate in the meeting. Also, those persons with firsthand knowledge of the issues must be available for the meeting. No dispute under this MOU shall be subject to litigation proceedings prior to completing the meeting, except for an action to seek injunctive relief.

9. The individuals executing this MOU on behalf of the Parties each represent and warrant that they have the legal power, right and actual authority to bind their respective Party to the terms and conditions hereof.
10. Unless expressly agreed to in an Exhibit, neither School Districts nor County will receive any funding under this MOU. Neither party shall be liable to the other for any costs or expenses paid or incurred in performing services pursuant to this MOU.
11. This MOU may be periodically amended, as evidenced in writing and signed by all parties, to include additional parties. Additional Exhibits will accompany amendments to this MOU to detail any new information, sharing practices, or policies
12. The term of this MOU shall be from July 1, 2020 through June 30, 2021. Any party may terminate their participation in this MOU by giving the other parties thirty (30) days advance written notice of the effective date of termination.
13. School District will provide the dataset and/or electronic documentation of the datasets requested as detailed in the Exhibits.
14. County will implement data sharing practices as detailed in the Exhibits.

IN WITNESS WHEREOF, the parties have executed this MOU on the dates indicated below.

**SCHOOL DISTRICT:**

Sonoma County Office of Education  
(Amarosa Academy)  
5340 Skylane Blvd  
Santa Rosa, CA 95403

By: \_\_\_\_\_

Georgia Ioakimedes,  
Director of Alternative Education

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

**APPROVED AS TO FORM FOR  
DISTRICT**

By: \_\_\_\_\_  
School District Legal Counsel

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

**COUNTY OF SONOMA**

Sonoma County Probation Department  
7425 Rancho Los Guilicos Rd., Dept. B  
Santa Rosa, CA 95409

By: \_\_\_\_\_  
David Koch, Chief Probation Officer

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

Sonoma County Human Services  
Department  
3600 Westwind Boulevard  
Santa Rosa, CA 95403

By: \_\_\_\_\_  
Karen Fies, Director, Sonoma County  
Human Services Department

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

**Exhibit A**  
**Keeping Kids in School**

**Project Name:** Keeping Kids in School

**County Agency Lead:** Probation Department

**Timeframe for the analysis of the data:**

**Start Date:** July 1, 2020

**End Date:** June 30, 2021

**Project Overview**

Keeping Kids in School (KKIS) is a student engagement/juvenile delinquency prevention program that combines school/districtwide attendance improvement support with individualized case management services to K-12 students exhibiting a pattern of chronic absenteeism and their families. Data shared under this MOU will be used for ongoing case coordination such as student assessments, action and transition planning, and referrals for services. Data may also be used to conduct program evaluation activities.

**Data Shared by School District**

The following data elements are necessary for ongoing case coordination and evaluation purposes. Probation will provide student name(s) and request the following data points for the student.

<b>Data Element</b>	<b>Data Level</b>	<b>Frequency</b>	<b>Rationale for Using Data</b> <i>Case Coordination and Program Evaluation</i>
Student Attendance Records	KKIS participants	As requested by case managers or Probation staff  Typically ongoing collection by case managers and quarterly collection by the Probation Department	To track the historic and ongoing daily attendance of KKIS participants to determine student progress, the effectiveness of program services, and to facilitate ongoing case-coordination  To evaluate expected participant outcomes

Grade Records	KKIS participants	<p>As requested by case managers or Probation Department staff</p> <p>Typically collected twice during a reporting period: progress report and grade report (or whatever reports are typical for the student's enrolled school)</p>	<p>To track the academic history and progress of KKIS participants to determine student progress, the effectiveness of program services, and to facilitate ongoing case-coordination</p> <p>To evaluate expected participant outcomes</p>
Discipline Records	KKIS Participants	<p>As requested by case managers or Probation Department staff</p> <p>Typically collected twice during a grade reporting period</p>	<p>A data point used to measure student engagement history and progress of KKIS participants to determine student progress and effectiveness of program services and to facilitate ongoing case-coordination</p> <p>To evaluate expected participant outcomes</p>
School Climate Records (examples: stakeholder individual interviews, focus groups, surveys, past school climate survey results)	Student  School  District  Community	Collected throughout the life of this MOU as needed for evaluation purposes with PCS acting as a control group for this project	To evaluate participant, school, and district outcomes
Available School-wide Attendance and Discipline Data	School	Collected on an ongoing basis in time intervals available via School District data collection systems	<p>To inform the understanding of school-wide needs for the allocation of KKIS resources and to determine progress and effectiveness of program services</p> <p>To evaluate expected participant outcomes</p>

## Data Shared to School District

The following data elements are necessary for ongoing case coordination and evaluation purposes and authorized under Sonoma County Standing Order No. 2015 (1) issued on December 31, 2015. As stated in this Standing Order, only information that is relevant to the treatment and services available to the minor through the program will be disseminated beyond the Student Attendance Team lead (assigned case manager).

Data Element	Data Level	Frequency	Rationale for Using Data  <i>Case Coordination and Program Evaluation</i>
Juvenile Case File Information	KKIS Participants	As requested by the Student Attendance Team lead (assigned case manager)	To facilitate ongoing case coordination and determine the effectiveness of program services  To evaluate expected participant outcomes

## Planned Usage of Data

1. Probation Department: As a grant sub-recipient in charge of fiscal and administrative oversight of the KKIS project, the Probation Department will use data to guide program oversight, development, refinement, and sustainability efforts. De-identified data will also be used for progress and summary reports.
2. KKIS Partners:
  - a. Seneca Family of Agencies (Seneca) - contracted with the Probation Department to provide KKIS services to School District. Data will be used by case managers and other Seneca staff to conduct day-to-day program services such as student assessments, action and transition planning, and referrals for services. Data will also be used to assess the effectiveness of case management and school/districtwide attendance improvement strategies to refine service delivery as needed.
  - b. Sonoma County Human Services - manages the Apricot database, a cloud-based system where KKIS case files are organized and project data collected.
  - c. A program evaluator - oversees the project evaluation. Data may be collected and managed for evaluation purposes by an evaluator pursuant to an evaluation MOU signed by all parties.
  - d. KKIS Student Attendance Teams - multi-disciplinary teams led by the case manager to support KKIS participants at the School District may use data

to facilitate ongoing case coordination and determine the effectiveness of program services.

3. Other: aggregates of these data, with all identifiers removed, may be shared with School District, Sonoma County Board of Supervisors, members of the Shared Outcome Measurement Committee, and other local collaborative groups when deemed important and relevant for directing and developing resources, refining existing programs, and encouraging county-wide collaborations and linkages.

### **Provisions of Confidentiality**

The Probation Department certifies that all KKIS project staff and contracted partners ensure the confidentiality of information obtained from the school districts through the following activities:

- The original copy of the data (which may be shared on a physical device such as a flashdrive) or any hard copy printout of the data must be stored in a locked drawer or file cabinet while not being referenced by case managers or other appropriate staff. Printed information that is no longer needed will be destroyed. Printouts of data from the schools or school district are not to be distributed to anyone outside of project personnel. Project personnel include Human Services Department staff who will manage the on-line database.
- All Pupil Records will be destroyed when the information is no longer needed for the purposes of this project.
- Organizational or institutional penalties for the misuse of confidential data and breach of confidentiality by staff exist, are available in writing, and are enforced.
- Specific sanctions for confidentiality violation can be imposed that include employee disciplinary action and any of the following: remedial training in confidentiality, loss of certification of competency in confidentiality, prohibition from future work with confidential data at the institution, and/or discharge.
- Users of the Apricot cloud-based database are authenticated by means of passwords or digital ID.
- Access to the Apricot cloud-based database is controlled by means of role-based authentication/access. Additionally, access to data files are restricted to specific project staff and access by non-project staff is not permitted.
- There is an audit trail that documents who, when, and for what purpose data is accessed via the Apricot cloud-based database.



- All KKIS participants and/or families sign releases of information with both Seneca Family of Agencies and the Probation Department complying with all applicable state and federal privacy laws explaining the use of student record data.
- Any security, data breach, loss or theft gets reported to School District Administrator. The School District certifies that any information shared to the school districts under this MOU will remain confidential and any and all documents obtained pursuant to this order will be destroyed upon a minor's termination or graduation from the Keeping Kids in School project.