

GFUESD Board Agenda  
March 21, 2018

Meeting Location: Concow School Cafeteria  
11679 Nelson Bar Rd. Oroville, CA 95965 (530) 533-3833  
Time: 4:30 Closed Session 5:00 PM Open Session

*For persons wishing to review the full agenda packet, one is available in the lobby at each school site. Meeting site is wheelchair accessible. Any individuals who require special accommodations should contact the superintendent (530) 533-3833 at least two days before the meeting date.*

**1. CALL TO ORDER – TIME:**

**BOARD OF TRUSTEES**

Deborah Ingvaldsen	President	_____
Paula Neher	Clerk	_____
Don Saul	Trustee	_____
Matthew Morris	Trustee	_____
Richard Miller	Trustee	_____

Josh Peete	Superintendent	_____
Pearl Lankford	Executive Assistant	_____

**2. PUBLIC COMMENTS**

**3. CLOSED SESSION**

**3.1 Public Employee Discipline/Dismissal/Release**

**3.2 Liability Claim (G.C. 54956.95) Claimant: Molly Stinson. Agency Claimed Against: Golden Feather Union School District.**

**3.3 Conference with Labor Negotiator Josh Peete**

**4. CLOSED SESSION REPORT**

**5. FLAG SALUTE**

**6. APPROVAL TO VARY THE SEQUENCE**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**7. PUBLIC COMMENTS**

This is the time at which the President invites anyone in the audience: including district employees, wishing to address the Board on a matter not on the agenda to stand, state your name, and address for the record. Presentations will be limited to (3) minutes; maximum of (20) minutes to each subject matter. The board is prohibited by law from taking action or discussing any item if it is not listed on the agenda, unless permitted by law. For those wishing to address items on the agenda, time will be available as each agenda item is introduced.

**8. District Organization – Josh Peete**

**9. 9.0 REPORTS**

- 9.1. Superintendent School Report**
- 9.2. CSEA**
- 9.3. GFTA**
- 9.4. Parents' Club**
- 9.5. Board Members**

**10. CONSENT CALENDAR**

**10.1 Approval of Bill Warrants (2/16/18 –3/16/18) (REF)**

**10.2 Transfer Requests # 41-42**

**10.3 Jan. 31<sup>st</sup>, Feb. 7<sup>th</sup>, and 28<sup>th</sup> Board Minutes (REF)**

Motion\_\_\_\_\_Second\_\_\_\_\_Vote\_\_\_\_\_

**11.0 INFORMATION FOR DISCUSSION**

- 11.1 Attendance**
- 11.2 LCAP**
- 11.3 Certificated Hiring Committee**
- 11.4 Board Goals**

**12.0    ACTION ITEMS/NEW BUSINESS**

**12.1    Approval of 2<sup>nd</sup> Interim Budget (REF)**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**12.2    Resolution 16/17 Audit Findings (REF)**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**13.0    MOTION TO CONVENE TO CLOSED SESSION**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**14.0    CLOSED SESSION REPORT**

**ADJOURNMENT**    Time: \_\_\_\_\_ Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

## Checks Dated 02/16/2018 through 03/16/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
104286	02/27/2018	Donna L. Mortimer	01-4300	153.71	
			Unpaid Tax	1.90-	151.81
104287	02/27/2018	Robert S. Dennis	01-5800		9.33
104288	02/27/2018	Calif Dept of Tax & Fee Admin	01-5800		9.42
104289	02/27/2018	Jc Nelson Supply Co	01-4300		51.48
104290	02/27/2018	M&M Molds	01-4300		128.70
104291	02/27/2018	Office Depot	01-4300		363.88
104292	02/27/2018	Riebes Auto Parts	01-4300		43.93
104293	02/27/2018	Grainger	01-4300		47.66
104294	02/27/2018	School Nurse Supply Inc.	01-4300		406.92
104666	03/01/2018	CSEA Chapter 400	76-9512		14.00
104667	03/01/2018	Standard Insurance Company	76-9510		51.16
106032	03/15/2018	Basic Laboratory Inc	01-5800		144.00
106033	03/15/2018	Home Depot Crc/gec/gecf	01-4300		55.63
106034	03/15/2018	P G & E	01-5500		3,797.93
106035	03/15/2018	Riebes Auto Parts	01-4300		12.32
106036	03/15/2018	Usbancorp Equipment Finance	01-5600		642.31
Total Number of Checks			16		<u>5,930.48</u>

## Fund Recap

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	14	5,867.22
76	Warrant/Pass-ThroughFund	2	65.16
Total Number of Checks		16	5,932.38
Less Unpaid Tax Liability			1.90-
Net (Check Amount)			<u>5,930.48</u>

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

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**1.0 Call to order**

**BOARD OF TRUSTEES**

Deborah Ingvaldsen	President	Present
Paula Neher	Clerk	Present
Don Saul	Trustee	Present
Matthew Morris	Trustee	_____
Richard Miller	Trustee	Present
Josh Peete	Superintendent	Present
Pearl Lankford	Executive Assistant	Present

Flag Salute – Don Saul

**2.0 Public Comment – GFTA President Donna Mortimer thanked the board for the generous Retirement/Resignation offer.**

**3.0 GFUESD/GFTA MOU 1.26.18 (Retirement/Resignation) REF**

**Motion to approve: Saul Second: Neher Vote: 4-0 Ayes: Ingvaldsen, Neher, Miller, Saul**

**4.0 Closed Session: Conference with Labor Negotiator – Josh Peete – Discussion. No Action Taken**

**5.0 Report of Action Taken in Closed Session**

**6.0 Adjournment 4:05**

**1.0 Call to order 4:40**

**BOARD OF TRUSTEES**

Deborah Ingvaldsen	President	Absent
Paula Neher	Clerk	Present
Don Saul	Trustee	Present
Matthew Morris	Trustee	Present – left early 5:45
Richard Miller	Trustee	Present
Josh Peete	Superintendent	Present
Pearl Lankford	Executive Assistant	Present

Flag Salute – Don Saul

**2.0 Public Comment: None**

**3.0 Move to Closed Session: Motion: Morris Second: Saul Vote: 4-0 Ayes: Neher, Saul, Morris, Miller**

**4.0 Closed Session: Public Employee Discipline/Dismissal/Release:**

**5.0 Report of Action Taken in Closed Session – Discussion. No Action Taken**

**6.0. Move to Open Session: Motion: Saul Second: Morris Vote: 4-0 Ayes: Neher, Saul, Morris, Miller**

**7.0 Public Comment - None**

**8.0 Board Study Session – Goal Setting – The Board set a goal to update safety, water and sewer. Next study session will be May 2, 2018.**

**9.0 Action Items**

**9.1 Erate/BCOE WAN ISP Contract Renewal: Motion: Saul Second: Miller Vote: 3-0 Ayes: Neher, Saul, Miller**

**9.2 Approve updated board Goals: Motion: Saul Second: Miller Vote 3-0 Ayes: Neher, Saul Miller**

**10.0 Closed Session (if needed) – None Adjournment: 7:13 PM**

Location: Concow School 11679 Nelson Bar Rd. Oroville, CA 95965 (530) 533-3833

**1.0 CALL TO ORDER – TIME: 4:30 PM**

**BOARD OF TRUSTEES**

Deborah Ingvaldsen	President	Present
Paula Neher	Clerk	Present
Don Saul	Trustee	Present
Matthew Morris	Trustee	
Richard Miller	Trustee	Present

Josh Peete	Superintendent	Present
Pearl Lankford	Executive Assistant	Present

**2.0 PUBLIC COMMENTS - None**

**3.0 CLOSED SESSION**

**3.1 Negotiations with Labor Negotiator – Josh Peete**

**3.2 Employee Discipline/Dismissal/Release**

Discussion: No Action Taken.

**4.0 PUBLIC COMMENTS** – Student Council Advisor Kathleene Dennis is currently running a See's Candy Fundraiser and preparing for Dr. Seuss Day. Community Member Don Saul invited the board and public to the Yankee Hill Historical Society's 2<sup>nd</sup> Annual Tea.

**5.0 ACTION ITEMS/NEW BUSINESS**

**5.1 Accept Certificated Retirement - Mortimer (REF)**

Motion: Saul Second: Neher Vote: 4-0 Ayes: Ingvaldsen, Saul, Neher, Miller

**5.2 Accept Certificated Resignation – Triantafyllou (REF)**

Motion: Saul Second: Miller Vote: 4-0 Ayes: Ingvaldsen, Saul, Neher, Miller

**5.3 Resolution #5 2017/2018 – Reduction in Services (1 FTE Gen. Ed. Vacant Certificated) for the 2018-2019 Academic Year.**

Motion: Neher Second: Miller Vote: 4-0 Ayes: Ingvaldsen, Neher, Saul, Miller

**5.4 Resolution #6 2017/2018 – Reduction in Services (1 FTE Special. Ed. Vacant Certificated) for the 2018-2019 Academic Year.**

Motion: Saul Second: Miller Vote: 4-0 Ayes: Ingvaldsen, Neher, Miller, Saul

**5.5 Resolution # 7 Establish Position for 18/19 school year (.5 fte Special Ed / .5 fte Gen. Ed) (REF)**

Motion: Miller Second: Saul Vote: 4-0 Ayes: Ingvaldsen, Neher, Miller, Saul

**5.6 Amended CSEA Sunshine Proposal 2/26/18 (REF)**

Motion: Miller Second: Saul Vote: 4-0 Ayes: Ingvaldsen, Miller, Neher, Saul

**5.7 Lozano Smith Agreement (REF)**

Motion: Neher Second: Miller Vote: 4-0 Ayes: Ingvaldsen, Miller, Neher, Saul

**6.0 MOTION TO CONVENE TO CLOSED SESSION**

Motion: Saul Second: Miller Vote: 4-0 Ayes: Ingvaldsen, Neher, Miller, Saul

**7.0 REPORT OUT – Discussion No Action Taken**

**8.0 ADJOURNMENT 5:55** Motion: Miller Second: Saul Vote: 4-0 Ayes: Ingvaldsen, Neher, Miller, Saul.



## **Resolution of 2016/17 Audit Findings**

District: Golden Feather Union Elementary School District

CDS Number: 04-61457

County of Butte

Finding 40000 / 2017-001

- 10000 Attendance
- 20000 Inventory of Equipment
- 30000 Internal Control
- 40000 State Compliance X Unduplicated Pupil Count
- 42000 Charter School Facilities Program
- 50000 Federal Compliance
- 60000 Miscellaneous
- 61000 Classroom Teacher salaries
- 62000 Local Control Accountability Plan
- 70000 Instructional Materials
- 71000 Teacher Misassignments
- 72000 School Accountability Report Card

See Attached copy of Description of Audit Finding and CPA's Recommendation

### **County Office Comments:**

Please forward a copy of implemented procedures by March 16<sup>th</sup>.

### **District Response:**

### **County Office Review:**

**Golden Feather Union Elementary School District**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
**June 30, 2017**  
**(Continued)**

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**SECTION II FINDINGS**  
**FINANCIAL STATEMENTS AUDIT**

None.

**SECTION III FINDINGS**  
**FEDERAL AWARDS AUDIT**

None.

**Golden Feather Union Elementary School District****SCHEDULE OF FINDINGS AND QUESTIONED COSTS**

June 30, 2017

(Continued)

**SECTION IV FINDINGS****STATE AWARDS AUDIT****STATE COMPLIANCE (Unduplicated Local Control Funding Formula Pupil Counts)**

40000 (2017-001)

**State Compliance**

**Condition** During our testing over compliance of the unduplicated Local Control Funding Formula (LCFF) pupil counts, using a random sample to achieve a high level of assurance for each population, we identified the following:

One of six students selected for testing that were reported as both free and reduced-price meal students and English Learners, did not have support on file for at least one of these designations.

The above student did not qualify for the unduplicated LCFF pupil count as of the October 5, 2016, census date, however, they were included in the California Longitudinal Pupil Achievement Data System (CalPADS) 1.18 – FRPM/English Learner/Foster Youth – Student List.

Results of testing of the identified errors to each population are as follows:

June 30, 2017	FRPM	EL	FRPM and EL	Totals
<b>District-Wide Schedule of Unduplicated Pupil Counts</b>				
Certified total unduplicated pupil count	86	-	6	92
County office of education adjustment - district funded county program students				1
Audit adjustment:				
Known error	-	-	(1)	(1)
Extrapolation	-	-	-	-
<b>Adjusted Total Unduplicated Pupil Counts</b>	<b>86</b>	<b>-</b>	<b>5</b>	<b>92</b>
Certified enrollment count				106
County office of education adjustment				1
<b>Total Enrollment Count</b>				<b>107</b>

**Criteria** Pursuant to *California Education Code*, Section 42238.02(b)(2), the District shall annually submit its enrolled free and reduced-price meal eligibility, foster youth, and English Learner pupil-level records for enrolled pupils using CalPADS. All support for these designations must be kept on file.

**Golden Feather Union Elementary School District****SCHEDULE OF FINDINGS AND QUESTIONED COSTS**

June 30, 2017

(Continued)

**Effect** The unduplicated LCFF pupil count reported in the CalPADS 1.18 – FRPM/English Learner/Foster Youth – Student List was overstated by one student. As a result, the District's 2016 -17 second principal apportionment was overstated by \$907, calculated as follows:

June 30, 2017

<b>Effect of Unduplicated Pupil Count Adjustments on State Aid</b>	
Certified unduplicated pupil percentage	0.7976
Adjusted unduplicated pupil percentage	0.7946
Target supplemental grant funding as originally reported	\$ 122,845
Audit adjustment	(462)
<b>Adjusted Target Supplemental Grant Funding</b>	<b>\$ 122,383</b>
Target concentration grant funding as originally reported	\$ 95,338
Audit adjustment	(1,156)
<b>Adjusted Target Concentration Grant Funding</b>	<b>\$ 94,182</b>
Total audit adjustments	\$ 1,618
2016-17 statewide gap funding rate	0.560767998
<b>Overstatement of 2016-17 Second Principal Apportionment</b>	<b>\$ 907</b>

The District is required to return funding totaling \$907 from the second principal apportionment to the California Department of Education.

**Cause** The cause for the misstatements in the reported CalPADS data is unknown.

**Recommendation** We recommend that funding totaling \$907 be returned to the California Department of Education. We also recommend that the District review the annual CalPADS 1.18 – FRPM/English Learner/Foster Youth – Student List as of the census date to determine that the unduplicated pupil count is accurate and properly supported by underlying documentation prior to submitting this data to CalPADS.

**Response** The District's administration will adopt procedures during the 2017-18 fiscal year to comply with the recommendation, and will return funding totaling \$907 to the California Department of Education.

**Golden Feather Union Elementary School District**

**CORRECTIVE ACTION PLAN**

**June 30, 2017**

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Not applicable: there are no current-year findings related to federal awards.

**District Response to 16/17 Audit Findings.**

- 1. Make correction to P2 reporting Period. (Principal Apportionment)**
- 2. Review the annual CalPADS 1.18 with BCOE as of the census date to determine that the unduplicated pupil count is accurate and properly supported by underlying documentation. See attached MOU with BCOE.**

**BUTTE COUNTY OFFICE OF EDUCATION**

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**AUDIT CERTIFICATION  
2016/17 FINANCIAL REPORT/AUDIT**

\_\_\_\_\_ SCHOOL DISTRICT

BUTTE COUNTY, CALIFORNIA

In accordance with Education Code section 41020.3, the Governing Board must review and accept the prior year's Financial Report/Audit, at a public meeting, on or before January 31st and

THEREBY, as written verification of said review, the Governing Board reviewed and accepted on \_\_\_\_\_ the Annual Financial Report as of June 30, 2017.  
(Date)

\_\_\_\_\_  
(Signature) District Superintendent

\_\_\_\_\_  
(Date)

Submit the original of the Audit Certification by March 16, 2018 to:

Butte County Office of Education, LEA Services

Attention: Jenna Springer

**Data Privacy**  
**Memorandum of Understanding**  
**Butte County Office of Education**  
  
**and**

Golden Feather Union Elementary

**Date:** March 15th, 2018



**The Memorandum of Understanding ("MOU")** is entered into this 15th day of March, 2018 by and between Butte County Office of Education ("BCOE" or "Provider"), and the Golden Feather Union Elementary District ("LEA" and collectively, "Parties").

## **RECITALS**

**WHEREAS**, the Provider has agreed to provide the Local Education Agency ("LEA") with certain data services ("Services") pursuant to a contract dated N/A ("Service Agreement"); and

**WHEREAS**, in order to provide the Services described in the MOU, the Provider may receive and the LEA may provide documents or data that are covered by several federal and statutes, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g, Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232 h; and

**WHEREAS**, the documents and data transferred from California LEAs are also subject to several California student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act (sometimes referred to as either "SB 1177" or "SOPIPA") found at California Business and Professions Code section 22584; and

**WHEREAS**, the Parties wish to enter into this MOU to ensure that all data services conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

**NOW THEREFORE**, for good and valuable consideration, the parties agree as follows:

## **ARTICLE I: PURPOSE AND SCOPE**

1. **Purpose of MOU.** The purpose of this MOU is to describe the duties and responsibilities to protect student data transmitted to Provider from the LEA, including compliance with all applicable privacy statutes, including the FERPA, PPRA, COPPA, SB 1177 (SOPIPA), and AB 1584. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA. Control duties are set forth below.
2. **Nature of Services Provided.** The Provider has agreed to provide the following data services described below and as may be further outlined in Exhibit "A" hereto:

3. **Student Data to Be Provided.** In order to perform the Services described in Exhibit A, LEA shall provide the categories of data described below or as indicated in the Schedule of Data, attached hereto as Exhibit "B":
4. **MOU Definitions.** The definition of terms used in this MOU is found in Exhibit "C". In the event of a conflict, definitions used in this MOU shall prevail over term used in any Service Agreement.

## **ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

1. **Student Data Property of LEA.** All Student Data or any other Pupil Records transmitted to the Provider is and will continue to be the property of and under the control of the LEA. The Parties agree that as between them all rights, including all intellectual property rights in and to Student Data or any other Pupil Records shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of student data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review personally identifiable information on the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner to the LEA's request for personally identifiable information in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** Provider shall, at the request of the LEA, transfer Student generated content to a separate student account.
4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party unless legally prohibited.

5. **No Unauthorized Use.** Provider shall not use Student Data or information in a Pupil Record for any purpose other than as explicitly specified in Exhibit A.
6. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to Exhibit A, whereby the Subprocessors agree protect Student Data in manner consistent with the terms of this MOU.

### **ARTICLE III: DUTIES OF LEA**

1. **Provide Data In Compliance With FERPA.** LEA shall provide data for the purposes of Exhibit A in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232 g, AB 1584 and the other privacy statutes quoted in this MOU.
2. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
3. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.
4. **District Representative.** At request of Provider, LEA shall designate an employee or agent of the District as the District representative for the coordination and fulfillment of the duties of this MOU.

### **ARTICLE IV: DUTIES OF PROVIDER**

1. **Privacy Compliance.** The Provider shall comply with all California and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, AB 1584, and SOPIPA.
2. **Authorized Use.** The data shared pursuant to Exhibit A including persistent unique identifiers, shall be used for no purpose other than the Services stated and/or otherwise authorized under the statutes referred to in subsection (1), above.
3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of FERPA laws with respect to the data shared.

4. **No Disclosure.** Provider shall not disclose any data obtained in a manner that could identify an individual student to any other entity in published results of studies. Deidentified information may be used for the purposes of development and improvement of educational sites, services, or applications.
5. **Disposition of Data.** Provider shall dispose of all personally identifiable data obtained under Exhibit A when it is no longer needed for the purpose for which it was obtained and transfer said data to LEA or LEA's designee within 60 days of the date of termination and according to a schedule and procedure as the Parties may reasonably agree. Nothing in Exhibit A authorizes Provider to maintain personally identifiable data obtained beyond the time period reasonably needed to complete the disposition. Disposition shall include (1) the shredding of any hard copies of any Pupil Records; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable. Provider shall provide written notification to LEA when the Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the MOU. Nothing in Exhibit A authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.
6. **Advertising Prohibition.** Provider is prohibited from using Student Data to conduct or assist targeted advertising directed at students or their families/guardians. This prohibition includes the development of a profile of a student, or their families/guardians or group, for any commercial purpose other than providing the service to client. This shall not prohibit Providers from using data to make product or service recommendations to LEA.

#### **ARTICLE V: DATA PROVISIONS**

1. **Data Security.** The Provider agrees to abide by and maintain adequate data security measures to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. These measures shall include, but are not limited to:
  - a. **Passwords and Employee Access.** Provider shall make best efforts practices to secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. All employees with access to Student Records shall pass criminal background checks.
  - b. **Destruction of Data.** Provider shall destroy all personally identifiable data obtained under Exhibit A when it is no longer needed for the purpose for which it was

obtained or transfer said data to LEA or LEA's designee, according to a schedule and procedure as the parties may reasonable agree. Nothing in Exhibit A authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.

- c. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices 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. Provider shall maintain all data obtained or generated pursuant to Exhibit A in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to Exhibit A, except as necessary to fulfill the purpose of data requests by LEA.
- d. **Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
- e. **Security Technology.** 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 only to authorized users. Provider shall host data pursuant to Exhibit A in an environment using a firewall that is periodically updated according to industry standards.
- f. **Security Coordinator.** Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to Exhibit A.
- g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.

2. **Data Breach.** In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident. Provider shall follow the following process:

- a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
- b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
  - i. The name and contact information of the reporting LEA subject to this section.
  - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

- iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
  - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
  - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c. At LEA's discretion, the security breach notification may also include any of the following:
- i. Information about what the agency has done to protect individuals whose information has been breached.
  - ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d. Any agency that is required to issue a security breach notification pursuant to this section to more than 500 California residents as a result of a single breach of the security system shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General. Provider shall assist LEA in these efforts.
- e. At the request and with the assistance of the District, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above.

## **ARTICLE VI: MISCELLANEOUS**

1. **Term.** The Provider shall be bound by the terms and obligations of this MOU **for one year**, or so long as the Provider maintains any student data.
2. **Termination.** In the event that either party seeks to terminate this MOU, they may do so by mutual written consent so long as any corresponding Service Agreement has lapsed or has been terminated.
3. **Effect of Termination Survival.** If a Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b).

4. **Priority of Agreements.** This MOU shall govern the treatment of student records in a service agreement in order to comply with the privacy protections, including those found in FERPA and AB 1584.
5. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the addresses set forth herein.
6. **Entire Agreement.** This MOU constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This MOU may be amended and the observance of any provision of this MOU may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
8. **Severability.** Any provision of this MOU that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this MOU, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this MOU or affecting the validity or enforceability of such provision in any other jurisdiction.

9. **Governing Law: Venue and Jurisdiction.** THIS MOU WILL BE GOVERNED BY AND CONSTRUCTED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN BUTTE COUNTY, CALIFORNIA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS MOU OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**Notice may be sent to:**

Butte County Department of Education  
Attn: Student Programs Administrator  
1859 Bird St.  
Oroville, CA 95965  
(530) 532-5650

**SIGNATURES**

Joshua Peete \_\_\_\_\_, Superintendent \_\_\_\_\_  
Print Name Title

Signature: \_\_\_\_\_

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

Tim Taylor \_\_\_\_\_, BCOE Superintendent of Schools \_\_\_\_\_  
Print Name Title

Signature: \_\_\_\_\_

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



**EXHIBIT "A"**

**DESCRIPTION OF SERVICES**

Butte County Office of Education will provide technical assistance and/or contracted services to the district to support validation and analysis of, but not limited to, state and local assessment data, behavior data, course completion data, and Local Control Funding Formula data.

**EXHIBIT "B"**  
**SCHEDULE OF DATA**

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	<input type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>
Assessment	Standardized test scores	<input checked="" type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input checked="" type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input checked="" type="checkbox"/>
Conduct	Conduct or behavioral data	<input checked="" type="checkbox"/>

Category of Data	Elements	Check if used by your system
Demographics	Date of Birth	<input checked="" type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input checked="" type="checkbox"/>
	Language information (native, preferred or primary language spoken by student)	<input checked="" type="checkbox"/>
	Other demographic information-Please specify:	<input checked="" type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>

**EXHIBIT "B"**  
**SCHEDULE OF DATA**

Category of Data	Elements	Check if used by your system
	Other enrollment information-Please specify:	<input checked="" type="checkbox"/>
Parent/Guardian	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input checked="" type="checkbox"/>
	Low income status	<input checked="" type="checkbox"/>
	Medical alerts	<input type="checkbox"/>

Category of Data	Elements	Check if used by your system
	Student disability information	<input checked="" type="checkbox"/>
	Specialized education services (IEP or 504)	<input checked="" type="checkbox"/>
	Living situations (homeless/foster care)	<input checked="" type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID Number	<input checked="" type="checkbox"/>
	Vendor/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>

**EXHIBIT “B”**  
**SCHEDULE OF DATA**

Category of Data	Elements	Check if used by your system
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input checked="" type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student Work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>
Other	Other student word data-Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input checked="" type="checkbox"/>
	Student course data	<input checked="" type="checkbox"/>
	Student course grades/performance scores	<input checked="" type="checkbox"/>
	Other transcript data – Please specify:	<input type="checkbox"/>

Category of Data	Elements	Check if used by your system
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>
Other	Please list each additional data elements used, stored or collected by your application	<input type="checkbox"/>

## EXHIBIT "C"

### DEFINITIONS

**AB 1584, Buchanan:** The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

**De-Identifiable Information (DII):** De-Identification refers to the process by which the Vendor removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

**NIST 800-63-3:** Draft National Institute of Standards and Technology ("NIST") Special Publication 800-63-3 Digital Authentication Guideline.

**Operator:** For the purposes of SB 1177, SOPIPA, the term "operator" means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the MOU, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in AB 1584.

**Personally Identifiable Information (PII):** The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes, without limitation, at least the following:

First and Last Name	Home Address
Telephone Number	Email Address
Discipline Records	Test Results
Special Education Data	Juvenile Dependency Records
Grades	Evaluations
Criminal Records	Medical Records
Health Records	Social Security Number
Biometric Information	Disabilities
Socioeconomic Information	Food Purchases
Political Affiliations	Religious Information
Text Messages	Documents
Student Identifiers	Search Activity
Photos	Voice Recordings
Videos	

#### General Categories:

Indirect Identifiers: Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty

Information in the Student's Educational Record

## Information in the Student's Email

**Provider:** For purposes of the MOU, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the MOU the term "Provider" replaces the term "Third Party as defined in California Education Code § 49073.1 (AB 1584, Buchanan), and replaces the term as "Operator" as defined in SB 1177, SOPIPA.

**Pupil Generated Content:** The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

**Pupil Records:** Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational LEA employee.

**SB 1177, SOPIPA:** Once passed, the requirements of SB 1177, SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

**Service Agreement:** Refers to the Contract or Purchase Order to which this MOU supplements and modifies.

**School Official:** For the purposes of this Agreement and pursuant to CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and Federal laws and regulations. Student Data as specified in Exhibit B is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

**Subscribing LEA:** An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Subprocessor:** For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection,

analytics, storage, or other service to operate and/or improve its software, and who has access to PII. This term shall also include in it meaning the term "Service Provider," as it is found in SOPIPA.

**Targeted Advertising:** Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

**Third Party:** The term "Third Party" as appears in California Education Code § 49073.1 (AB 1584, Buchanan) means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."