Data Sharing Agreement

This data sharing agreement expresses the mutual intent of:

San Leandro Unified School District (SLUSD)
And
Alameda County Social Services Agency (SSA)

This agreement details the process and purposes for sharing data between the SLUSD and Alameda County SSA related to school-based support services. The intent is to maximize student enrollment in SSA programs that promote education, health and well-being, while maintaining the confidentiality of individual records. SLUSD will share "directory information" as allowed under the Family Educational Rights and Privacy Act ("FERPA") and its implementing regulations (20 U.S.C. § 1232(g); 34 C.F.R. §§ 99.1, *et seq.*), California laws governing pupil records (Education Code §§ 49060, *et seq.*), and SLUSD policies, regulations, and parental notices about pupil information (BP and AR 5125, 5125.1). SSA will share eligibility data as allowed under California Welfare and Institutions Code section 10850.

I. Purpose:

a) Expedite enrollment and re-enrollment of eligible students into public benefit programs; specifically the free and reduced school meals program, CalFresh, CalWORKs, Medi-Cal and Covered California sponsored insurance programs.

b) Ensure that CalWORKs, Foster Youth and Cal-Learn youth are enrolled in school as required, making adequate progress in school, and receiving the supports that are available through SSA programs to maximize their success in school.

II. Background:

a) This agreement builds upon existing data sharing processes used by SSA and SLUSD to share data for certification in the free and reduced school meals program, and the opportunity under AB 402 to share school district data for enrollment in CalFresh.

b) SSA has been awarded a federal Connecting Kids to Coverage grant to advance the partnership between SSA and SLUSD to enroll and retain students in the Medi-Cal program.

c) Adequate food, income security and health care coverage are part of an essential foundation to learning readiness. By partnering with the schools, the SSA furthers its mission of providing more accessible, responsive and effective services. Coordination of services prevents duplication and promotes coordination of services.

III. Roles and Responsibilities:

a) SLUSD will disclose student directory information to SSA, in compliance with all applicable laws, regulations, and policies regarding the disclosure of student directory information, including but not limited to FERPA and its implementing regulations (20 U.S.C. § 1232(g); 34 C.F.R. §§ 99.1, *et seq.*), California laws governing pupil records (Education Code §§ 49060, *et seq.*), and SLUSD policies, regulations, and parental notices about pupil information (BP 5125, 5125.1; AR 5125, 5125.1; E 5125.1).

b) SLUSD Technology Services Dept. will send SLUSD student directory information to SSA Information Services Division via secure ftp website, on a monthly basis. See Appendix A for a list of the school directory variables to be included in the send file.

c) SSA Information Services Division will match the student directory information with SSA case records from the following programs: CalWORKs, Cal-Learn, Foster Care, Medi-Cal and CalFresh. See Appendix A for a list of the SSA variables to be included in the return file.

d) SLUSD and SSA believe that interagency cooperation in enrolling students in social services programs will facilitate the provision of social services and thereby benefit students and their families. To the extent that resources are available, SLUSD shall use SSA eligibility data to help enroll students in the Free and Reduced School Lunch Program, and to aid in the application and renewal processes for the CalWORKs, CalFresh, Medi-Cal, and Covered California sponsored insurance programs.

SLUSD and SSA believe that interagency communication about student progress and service needs will facilitate the provision of social services and thereby benefit students and their families. SLUSD shall disclose to SSA information about student progress and services needs to the extent permitted by law and SLUSD policy. SLUSD shall obtain prior written consent from each student's parents prior to disclosing any personally identifiable pupil information, unless such disclosure is otherwise authorized by law.

IV. General Provisions

a) SLUSD and SSA shall maintain all information disclosed by each other as confidential documents. Each party shall comply with all relevant laws and regulations governing the maintenance of such confidential documents, including but not limited to FERPA and its implementing regulations (20 U.S.C. § 1232(g); 34 C.F.R. §§ 99.1, *et seq.*), California laws and regulations governing pupil records (Education Code §§ 49060, *et seq.*; 5 C.C.R. § 433), and California Welfare and Institutions Code § 10850.

b) SSA shall not disclose any information it receives from SLUSD to any third party unless such disclosure is both permitted by law and authorized in writing by SLUSD. SLUSD shall not disclose any information it receives from SSA to any third party unless such disclosure is both permitted by law and authorized in writing by SSA.

c) SSA and SLUSD shall only use information obtained under this agreement for purposes described herein. The use or disclosure of confidential case information for any other purpose is a misdemeanor under California Welfare and Institutions Code Section 10850b. SLUSD will advise all affected employees and agents who have access to the confidential information of the penalties pursuant to Welfare and Institutions Code Section 10850. SSA shall not use any pupil information it receives from SLUSD for any purpose other than to provide social services to pupils and their families, unless such use is both permitted by law and authorized in writing by SLUSD.

d) SLUSD agrees to indemnify, defend and hold harmless SSA, its officers, agents, and employees from any and all claims and losses to the extent that they arise out of or are in connection with the negligence or intentional misconduct of SLUSD or its officers, agents, or employees in their performance of this Agreement. SSA agrees to indemnify, defend, and hold harmless SLUSD, its officers, agents, and employees from any and all claims and losses to the extent that they arise out of, or are in connection with, the negligence or intentional misconduct of SSA or its officers, agents, or employees in their performance of this Agreement. ,

IV. TERM

This MOU shall be from March 24, 2014, through July 31, 2015 and will automatically renew. Conditions of the MOU will remain in force thereafter until either party gives notice of termination. This MOU or any renewal thereof may be terminated by either party upon the giving of thirty (30) days prior written notice to the other party.

In Witness Whereof, the parties hereto have executed this Memorandum of Understanding.

_____	_____
Lori Cox, Agency Director Social Services Agency County of Alameda	Mike McLaughlin, Superintendent San Leandro Unified School District
_____	_____
Date	Date

Appendix A

List of variables included in the send and receive files, data source and description

Send file (SLUSD-AERES)	Description	Return file (SSA-CalWIN)	Description
STUDENT_LAST_NAME	student last name	CWIN	Individual ID
STUDENT_FIRST_NAME	student first name	LAST_NM	Indv. Last Name
STUDENT BIRTHDATE	Student date of birth	FIRST_NM	Indv. First Name
		PGM_NM	SSA Program Name
STUDENT_ADDRESS	student address	PGM_STS	SSA Program Status
STUDENT_CITY	student city	STS_DT	SSA Program status date
STUDENT_ZIP	student zip code	RRR_DUE_DT	Recertification Due Date
		Worker name	SSA staff assigned to program
SCHOOL_CODE	unique school code #	OFFICE	Office where worker works
SCHOOL_NAME	name of school attending	Unit	Unit where worker works
Dates of school attendance			
Degrees or awards received			
Most recent previous school attended			