

1
2 SUPERIOR COURT OF CALIFORNIA

3 COUNTY OF ORANGE

4 SITTING AS THE JUVENILE COURT

5 MISCELLANEOUS ORDER – M-2017-3

6
7 **TITLE: AUTHORIZATION FOR THE SECURE ELECTRONIC EXCHANGE**
8 **OF FOSTER YOUTH EDUCATION PLACEMENT INFORMATION**

9 **TO: DIRECTOR, ORANGE COUNTY SOCIAL SERVICES AGENCY**
10 **CHIEF PROBATION OFFICER, COUNTY OF ORANGE**
11 **SUPERINTENDENT, ORANGE COUNTY DEPARTMENT OF**
12 **EDUCATION**

13 The stated purpose of the Orange County Integrated Foster Youth Education Database
14 (OCIFYED) maintained by the Orange County Superintendent of Schools (Superintendent),
15 also known as the Orange County Department of Education (OCDE), is to securely exchange
16 information on foster youth education placements with participating public school districts in
17 Orange County. Participating public school districts in Orange County will upload to the
18 OCIFYED on a daily basis specific educational information on foster youth (defined broadly
19 to include both dependents and wards) attending schools within their jurisdiction. The
20 OCIFYED will allow data to be accessed in real time by authorized school district
21 administrators (which could include any school district administrator who is authorized to
22 access the district's student information system (i.e. Aeries) such as the district's FY liaison,
23 school principal, assistant principal, school psychologist or counselor) in Orange County
24 participating in the OCIFYED to ensure coordination of educational supports and services for
25 foster youth in a timely manner and to facilitate timely enrollment and placement in
26 appropriate school courses.

27 The Orange County Social Services Agency (SSA) and the County of Orange
28 Probation Department (Probation) will permit OCDE to upload education placement
information maintained in the Child Welfare Services/Case Management System

1 (CWS/CMS) relating to foster youth under the jurisdiction of the Orange County Juvenile
2 Court (Juvenile Court) to the OCIFYED. The OCIFYED will provide school districts with
3 timely and accurate placement information on foster youth attending schools within their
4 jurisdiction. The OCIFYED will also enable OCDE to provide social workers and probation
5 officers with current reports on foster youth educational case plans in order to update the
6 Juvenile Court on foster youth academic progress and ensure coordination of educational
7 supports and services.

8 The foster youth data to be uploaded on a daily basis by SSA from SSA's CWS/CMS
9 to the OCIFYED will consist of the following data elements: 1) placement or family
10 maintenance; 2) client ID; 3) case ID; 4) case start date; 5) current placement start date; 6)
11 current placement end date; 7) social worker/probation officer name, email address and
12 telephone number; 8) social worker supervisor/probation officer supervisor name, email
13 address and telephone number; 9) responsible County placing agency; 10) whether parent's
14 educational rights are limited and if so, the name, address, telephone number and email
15 address of the court-appointed educational rights holder (in the event such person is a CASA
16 volunteer, the educational rights holder will be identified as set forth in Form JV-535); 11)
17 date of last update; 12) next court date and court room number; 13) current placement name,
18 address, and telephone number; 14) current placement type; 15) confidential placement
19 status; and 16) placement information concerning the child determined to be appropriate by
20 the SSA/ Probation, as authorized by law. This Order authorizes the release of this data only
21 to be uploaded electronically on a daily basis by SSA from SSA's CWS/CMS to the
22 OCIFYED.


23 The OCIFYED will also include data fields in addition to those identified above in order to
24 further facilitate the collaboration and timely communication among the school districts and
25 SSA to ensure strong coordination of educational supports and services for foster youth.
26 Once these additional data fields begin to be populated in CWS/CMS, the additional data will
27 be included in the foster youth data elements to be uploaded electronically on a daily basis by
28 SSA from SSA's CWS/CMS to the OCIFYED as described above. This Order authorizes the

1 release of these additional data fields so that when the information is populated in CWS/CMS
2 it can be uploaded into the OCIFYED. The additional data fields include: 1) minor
3 attorney's name, telephone number and email address; 2) Court Appointed Special Advocate
4 (CASA) name, telephone number and email address; 3) current placement contact name,
5 telephone number, cell phone number and email address; and 4) two additional data fields to
6 be individualized to the foster youth based on specific supports/services being provided (i.e.,
7 mental health service provider, Wraparound service provider), consistent with Welfare and
8 Institutions Code section 16010(a).

9 Through a Memorandum of Understanding between the Superintendent and
10 participating public school districts in Orange County, the foster youth data to be uploaded on
11 a daily basis from public school districts to the OCIFYED consists of the following data
12 elements, which shall include but not be limited to: 1) the names and addresses of the foster
13 youth's education providers; 2) grade level performance; and 3) school records including
14 current grade level, dates of attendance, home language survey, courses taken,
15 grades/transcripts, graduation date, health record including immunizations,
16 supports/interventions, extra-curricular activities, discipline record, and individualized
17 education plan (IEP) and/or Section 504 Plan, if any, as authorized by law.

18 **FOR GOOD CAUSE SHOWN THEREFOR, IT IS HEREBY ORDERED** that
19 pursuant to Sections 827 and 830 of the Welfare and Institutions Code, SSA, Probation, and
20 OCDE are authorized to share and exchange foster youth education placement information on
21 OCIFYED among the entities named in this Miscellaneous order for the purpose of
22 promoting and improving foster youth education outcomes.

23
24 Dated this 14th day of December, 2017

25
26 

27 Maria D. Hernandez
28 Presiding Judge of the Juvenile Court

MEMORANDUM OF UNDERSTANDING
BETWEEN
Orange County Superintendent of Schools
AND
School Districts in Orange County
FOR PARTICIPATION IN THE
Orange County Integrated Foster Youth Education Database

PARTIES

1. Orange County school districts ("Districts") as signatories to this Memorandum of Understanding ("MOU") are public school districts organized and existing under and pursuant to the constitution and laws of the State of California. Districts that are signatories to this MOU are also referred to herein as "participating Districts" or singularly as a "participating District".
2. The Orange County Superintendent of Schools (the "Superintendent"), operating as the Orange County Department of Education ("OCDE"), is a public education agency organized and existing under and pursuant to the constitution and laws of the State of California and with primary business address at 200 Kalmus Drive, Costa Mesa, California 92626.

PURPOSE

3. The purpose of this MOU is to facilitate the data sharing responsibilities of the Superintendent and Districts in Orange County for foster youth under the jurisdiction of the California Juvenile Courts; specifically, to share personally identifiable information ("PII") for educational case planning purposes via OCDE's Orange County Integrated Foster Youth Education Database ("OCIFYED"), under the authority of the Uninterrupted Scholars Act ("USA") (20 U.S.C. § 1232g(b)(1)(L), which amended the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C § 1232g), as well as California Education Code section 49076 and California Welfare and Institutions Code section 16010 to promote educational stability of foster youth through appropriate mechanisms for the sharing of information by OCDE, Districts and child welfare agencies.
4. Pursuant to the Local Control Funding Formula ("LCFF") as set forth in Education Code sections 42238.02(b)(3)(A) and 42920 et seq., the Superintendent is required to review and validate certified aggregate English learner, foster youth, and free or reduced-price meal eligible pupil data for school districts and charter schools under its jurisdiction to ensure the data is reported accurately, and report information such as supplemental instruction, counseling, tutoring, and other support services offered, necessary to comply with its LCFF reporting obligations. The intent of this MOU is to further facilitate these processes as well.

DATA SHARING – DISTRICTS

5. The Districts agree to share from their electronic student information system PII on foster youth under the jurisdiction of the juvenile courts with OCDE for the purpose of supporting data sharing among all school district in Orange County via OCDE's OCIFYED.

6. The Districts agree to allow OCDE, on nightly or as needed basis, to automatically extract from their individual electronic student information systems, PII on foster youth to OCDE's OCIFYED through an encrypted and secure transfer protocol to OCDE's Information Technology network to be securely stored in OCIFYED. The PII on foster youth may also be pulled directly from District's individual student information system on an as-needed basis. The PII for the educational passport will consist of the following data elements, which shall include but not be limited to: 1) the names and addresses of the foster child's education providers, 2) grade level performance, 3) school records including current grade level, dates of attendance, home language survey, courses taken, grades/transcript, graduation date, health record including immunizations, supports/interventions, extra-curricular activities, discipline record, individualized education plan (IEP) and/or Section 504 Plan, if any, as authorized by law. Upon receipt of written consent of the parent/guardian of a foster youth, Districts may also include State testing data in accordance with California Education Code sections 60607 and 60641.

7. The Districts agree to allow OCDE to provide to the foster youth's agency caseworker via the OCIFYED, without parental consent, only those data elements listed in Paragraph 6 above, in the format of an educational passport, to a foster youth's agency caseworker authorized to access a foster youth's case plan (as defined in 42 U.S.C. 675(1)) to ensure educational stability of children in foster care, when the child welfare agency is legally responsible, in accordance with State law, for the care and protection of the student, to assist the caseworker in preparing court reports.

8. The Districts agree to allow OCDE to access via the OCIFYED, information on foster youth for purposes of the LCFF pursuant to Education Code sections 42238.02(b)(3)(A) and 42920, in order for the Superintendent to fulfill its obligation to review and validate certified aggregate English learner, foster youth, and free or reduced-price meal eligible pupil data for school districts and charter schools under its jurisdiction to ensure the data is reported accurately, and to report information such as supplemental instruction, counseling, tutoring, and other support services offered, necessary to comply with its reporting obligations under Education Code section 42920.

9. The Districts and OCDE certify that only authorized representatives of the parties will access, on behalf of participating Districts and OCDE, foster youth data maintained in OCDE's OCIFYED.

DATA SHARING – OCDE

10. OCDE agrees to allow Districts access to foster youth data placement information provided by the Orange County Social Services Agency and Probation Department (hereinafter referred to as Child Welfare Agencies ("CWA")) on a daily basis to OCDE via the OCIFYED as authorized by the Orange County Juvenile Court and maintained by OCDE in the OCIFYED.

11. OCDE agrees to use the data shared under this MOU for no purpose other than the work stated in this MOU and authorized under Section 99.31 (a) (1) (i) (B) of Title 34 of the Code of Federal Regulations, and to not allow any individual agency caseworker or child welfare agency to directly access any foster youth data maintained in the OCDE's OCIFYED.

12. OCDE understands and agrees that school district data uploaded to OCDE's OCIFYED is the property of the individual school districts and OCDE is prohibited from editing the data in order to maintain data integrity, unless specifically authorized by statute. In addition to OCDE's OCIFYED receiving information from the Districts as set forth in Section 6, OCDE's OCIFYED will similarly receive foster youth data from CWA pursuant to a court order from the Orange County Juvenile Court. Through OCIFYED, OCDE can electronically notify Districts about updated information received from CWA regarding foster youth enrolled in the Districts. Participating Districts will have the option to accept or reject that updated information through its own electronic student information system.

CONFIDENTIALITY

13. OCDE and Districts will maintain the confidentiality of any and all personally identifiable information exchanged by each as part of this MOU. The confidentiality requirements under this paragraph shall survive termination or expiration of this MOU or any subsequent agreement intended to supersede this MOU. To ensure the continued confidentiality and security of the data processed, stored, or transmitted under this MOU, OCDE and Districts shall establish a system of safeguards that will at minimum include the following:

- a. Procedures and systems that ensure all PII is kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data under this section of the MOU.
- b. All designated staff involved in the handling, transmittal, and/or processing of data as part of this MOU are bound under this MOU to maintain the confidentiality of all student related PII.
- c. Assurances that OCDE and Districts shall comply with the access log requirements of Education Code section 49064.
- d. Procedures and systems shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under this MOU.
- e. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain integrity of the system used to secure computer databases used to process, store, or transmit data provided under this MOU.
- f. Procedures and systems that ensure that all confidential student data processed, stored and/or transmitted under the provisions of this MOU shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- g. The right of access granted shall not include the right to add, delete, or alter data without the written permission of the agency owning the data, or as authorized by statute.

- h. The procedures and systems developed and implemented to process, store, or transmit data provided under this MOU shall ensure that any and all disclosures of confidential student data comply with all provisions of FERPA and California law relating to the privacy rights of students, such as but not limited to, Information Practices Act and the California Public Records Act insofar as such laws are applicable to the parties to this MOU.
- i. Upon position transfer and/or personnel termination, access will be removed by OCDE upon written notification from Districts in a timely manner.
- j. OCDE and its third party vendors will ensure compliance with FERPA and mandatory posting of student privacy and pupil records policies for State of California Assembly Bill 1584. The procedures and systems developed and implemented to process, store, or transmit data provided shall ensure that any and all disclosures of confidential student data comply with all provisions of FERPA and California law relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act insofar as such laws are applicable. FERPA is a federal law that protects the privacy of student education records. The law applies to all local educational agencies that receive funds under an applicable program of the U.S. Department of Education.
- k. Any agency that owns or licenses computerized data that includes personal information shall disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in subdivision (c), or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system. (California Civil Code § 17908.29(a).)

OWNERSHIP AND MAINTENANCE OF OCIFYED

14. It is the understanding of Districts that OCDE has a license to use the OCIFYED software that constitutes the OCIFYED system. OCDE will maintain the OCIFYED utilizing data downloaded from the Orange County CWA and participating Orange County Districts. The Districts acknowledge and agree that OCDE may, at some time in the future, secure agreements with other county child welfare agencies in California (e.g., Los Angeles, Riverside, San Bernardino, San Diego) to download data for foster youth who are attending schools within the Districts into the OCIFYED. The OCIFYED will display education information for foster youth under the jurisdiction of the juvenile courts. The OCDE OCIFYED will ensure that participating Districts have access to this information in order to identify foster youth they are currently serving. OCDE will then provide an educational passport to the foster youth's agency caseworker authorized to access a student's case plan (as defined in 42 U.S.C. 675(1)) to ensure educational stability of children in foster care, when the child welfare agency is legally responsible, in accordance with State law, for the care and protection of the student, to assist the agency caseworker in case management.

IMPLEMENTATION

15. Training will be provided to all stakeholders on implementation of the MOU by their respective agency. Stakeholders having difficulties with implementation may contact the OCDE Foster Youth Services at (714) 835-4909, who will facilitate communication so that solutions can be explored for incorporation into updates.

INTERNAL METHODS AND MONITORING

16. The Districts and OCDE certify that they have internal policies and procedures regarding access to and confidentiality of pupil records in order to implement this MOU to the maximum extent possible and monitor self-compliance, including compliance with all relevant laws.

CONFLICT OF INTEREST

17. Superintendent represents Superintendent has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this MOU and that no person having any such interest shall be subcontracted in connection with this MOU, or employed by Superintendent. Should a conflict of interest issue arise, Superintendent agrees to fully cooperate in any inquiry and to provide the Districts with all documents or other information reasonably necessary to enable the Districts to determine whether or not a conflict of interest existed or exists.

INDEMNIFICATION

18. OCDE and Districts agree to defend, indemnify, save, and hold harmless each other, their Governing Board Members, officers, administrators, employees, agents, attorneys, and contractors (collectively, "Indemnitees") against all liability, loss, damage, causes of action and expense s(including reasonable attorneys' fees and costs actually incurred), asserted by a non-party to this MOU, for or in connection with injury, damage or loss to any person or property to the extent that such injury, damage or loss results from or is connected with negligent, reckless and/or intentional acts and omissions of one or more parties to the MOU. This provision shall only apply to disputes between parties to this MOU and third parties, and shall not apply to disputes involving only parties to this MOU. This provision shall not be limited to the availability or collectability of insurance coverage.

ENTIRE AGREEMENT

19. This MOU states the entire agreement between OCDE and Districts with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

SEVERABILITY

20. If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU such provision shall be fully severable. This MOU shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.

WAIVER

21. Waiver by any signatory to this MOU of any breach of any provision of this MOU or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under the MOU shall not operate as a waiver of such right. All rights and remedies provided for in this MOU are cumulative.

MODIFICATION AND AMENDMENTS

22. This MOU may be amended or modified at any time by written mutual agreement of the authorized representatives of the signatories to this MOU. Superintendent and Districts further agree to amend this MOU to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provision of this MOU. However, if new laws, policies, or regulations applicable to the Superintendent or Districts are implemented which materially affect the intent of the provision of this MOU, the authorized representative of the signatories to this MOU shall meet within a reasonable period of time (e.g. 20 business days) from the date of notice of such change of law, policy or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

TERM OF THIS MOU

23. This MOU will be effective when signed by each participating District and shall remain in effect until June 30, 2022. Each participating District is required to seek approval of this MOU by its Governing Board. This MOU is automatically renewable for five (5) years at the end of each five year term, unless the parties agree otherwise in writing. At any time, this MOU may be modified by mutual written consent of the participants as specified above or may be terminated by either participant upon thirty (30) days advance written notice to the other.

EFFECT OF TERMINATION

24. Upon termination, expiration or other conclusion of the MOU for any reason, OCDE shall return or, at the option of each District, provide for the destruction of all student information including confidential data received from the Districts, or created and received by OCDE on behalf of the Districts in connection with the MOU, that OCDE and its agents still maintain in any form, and shall retain no copies (other than system backups) of such student information including confidential data, except as required by law and to audit grant funds used to create the OCIFYED system. Not more than ten (10) calendar days after the termination of this MOU, OCDE shall both complete such return or destruction and certify in writing to the Districts that such return or destruction has been completed.

RETURN OR DESTRUCTION NOT FEASIBLE

25. If OCDE reports to the District(s) that return or destruction of the District(s) student information including confidential data maintained by OCDE in the OCIFYED is not feasible, OCDE must provide the District(s) with a written statement of the reason that return or destruction by OCDE or its agents is not feasible. If the District(s) determines that return or

destruction is not feasible, this MOU shall remain in full force and effect and sections 13, 14, 16 and 18, shall be applicable to any and all of the District(s) student information including confidential data held by OCDE or its agents in the OCIFYED.

NOTICES

26. All notices to be given under this MOU shall be in writing addressed to the Superintendent and/or the superintendent of the participating District and given to the either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office.

EXECUTION

27. This MOU may be signed and delivered in counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the MOU, and the MOU shall not be binding on any party until such party has signed it.

28. The individuals signing this MOU warrant and represent that they are authorized to do so on behalf of their respective entity. This MOU is contingent upon approval by the participating District's Governing Board.

APPROVED AND ACCEPTED FOR Orange County Superintendent of Schools

Name: Patricia McCaughey

Title: Administrator, Business Operations

Signed: 

Date: December 20, 2017

**APPROVED AND ACCEPTED FOR
School Districts**

Anaheim Elementary School District

Name: _____

Title: _____

Date: _____

Anaheim Union High School District

Name: _____

Title: _____

Date: _____

Brea Olinda Unified School District

Name: _____

Title: _____

Date: _____

Buena Park School District

Name: _____

Title: _____

Date: _____

Capistrano Unified School District

Name: _____

Title: _____

Date: _____

Centralia School District

Name: _____

Title: _____

Date: _____

Cypress School District

Name: _____

Title: _____

Date: _____

Fountain Valley School District

Name: _____

Title: _____

Date: _____

Fullerton Joint Union High School District

Name: _____

Title: _____

Date: _____

Fullerton School District

Name: _____

Title: _____

Date: _____

Garden Grove Unified School District

Name: _____

Title: _____

Date: _____

Huntington Beach City School District

Name: _____

Title: _____

Date: _____

Huntington Beach Union High School District

Name: _____

Title: _____

Date: _____

Irvine Unified School District

Name: _____

Title: _____

Date: _____

La Habra City School District

Name: _____

Title: _____

Date: _____

Laguna Beach Unified School District

Name: _____

Title: _____

Date: _____

Los Alamitos Unified School District

Name: _____

Title: _____

Date: _____

Lowell Joint School District

Name: _____

Title: _____

Date: _____

Magnolia School District

Name: _____

Title: _____

Date: _____

Newport-Mesa Unified School District

Name: _____

Title: _____

Date: _____

Ocean View School District

Name: _____

Title: _____

Date: _____

Orange Unified School District

Name: _____

Title: _____

Date: _____

Placentia-Yorba Linda Unified School District

Name: _____

Title: _____

Date: _____

Saddleback Valley Unified School District

Name: _____

Title: _____

Date: _____

Santa Ana Unified School District

Name: _____

Title: _____

Date: _____

Savanna School District

Name: _____

Title: _____

Date: _____

Tustin Unified School District

Name: _____

Title: _____

Date: _____

Westminster School District

Name: _____

Title: _____

Date: _____