

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT

This Service Agreement (“Agreement”) is made this 3rd day of April, 2024, between San José Unified School District (“District”), and Santa Clara County Office of Education (“SCCOE”). The District and SCCOE may be individually referred to herein as a “Party” or collectively referred to herein as the “Parties.”

1. **SERVICES.** SCCOE shall provide Community School Services (“Services”) to District: As further described in EXHIBIT A, attached hereto and incorporated herein by this reference (“Services” or “Work”).
2. **LOCATION.** Work will be performed at SCCOE – Community Schools.
3. **COMPENSATION.** Community School Allotments purchased for 2024-25 school year is at \$13,000 per slot for a maximum amount not-to-exceed **One Hundred Thirty Thousand Dollars (\$130,000.00)**.

To properly budget for Community School Services, the SCCOE needs to know at least by February 24 of the prior school year how many of the School District’s resident students will participate in the SCCOE’s community schools.

Payment for Services. For the 2024-25 school year and effective Thursday, August 1, 2024, District shall pay SCCOE an initial per-allotment/per-seat amount of \$13,000 per anticipated use to ensure that appropriate staff levels are achieved. Allotments purchased after July 1, 2024, for the 2024-25 school year will be billed at \$16,000 per student. On a monthly basis commencing in October of each year, the Alternative Education Department will provide monthly updates to districts that include current enrollment, open seats, referred students, student transitions, court school topics, grades, credits, legislation updates that impact court and community schools, and program updates. This report illustrating allotment/seat usage will be reported back to the district during the District Rep Meetings held at SCCOE. The SCCOE strongly recommends that districts send a representative to this meeting to ensure effective collaboration between SCCOE, districts, county probation, juvenile courts, and community-based partners.

At the end of the school year a summary of usage will be provided to the District. The per-allotment/per-seat amount provides enrollment of one youth in for the duration of the referral. If the student does not enroll or leaves the placement, the seat is reopened to the district for additional referral. Additional seats/allotment costs that were generated from Districts referring more students than allotments purchased will be billed at total cost of the allotment of \$16,000 per seat/allotment.

Payments Non-Refundable. Once the District has notified the SCCOE of the number of student allotments secured for the SCCOE community schools and based on the associated budget, the District payment made pursuant to Paragraph 3 of this Service Agreement shall be non-refundable, regardless of the number of students in attendance. The District acknowledges that these provisions, prohibiting refunds is necessary since SCCOE will have incurred expenses in reliance on the allotment requested by the District.

End of Year Fund Balance. If there is a positive fund balance at the end of the school year the remaining funds will be returned to the districts that purchased allotments/seats proportionate to their percentage of the total allotments/seats purchased within the year.

4. **TERM/TERMINATION** The term of this Agreement shall commence on July 1, 2024 (“Effective Date”) and shall continue through June 30, 2025. The District may terminate this Agreement immediately for any reason at any time, by giving written notice to SCCOE. Such written notice shall be sufficient to stop further performance of services by SCCOE. In the event of termination prior to the end of the term of this Agreement, SCCOE shall promptly return any District property or records, and any copies thereof, in its possession to the District. SCCOE reserves the right to terminate the Agreement with a 60-day notice in the event that the revenue generated by ADA and Fees are less than necessary to fund the Community Schools sufficiently. SCCOE will inform District by certified US mail, email, and collaborate with District to transfer students back to District. Termination shall not affect the rights and obligations of the Parties arising prior to the effective date of termination.
5. **SAFETY PROTOCOLS.** SCCOE shall comply with Santa Clara County Public Health’s guidelines concerning the Novel Coronavirus (COVID-19).

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- 6. INSURANCE.** SCCOE shall be responsible for any damage, loss or other claim arising out of the performance of its services under this Agreement. SCCOE shall carry the insurance indicated below throughout the term of this Agreement. The certificate of liability insurance must have San Jose Unified School District, 855 Lenzen Avenue, San Jose, CA 95126, as the Certificate Holder and additional insured with an endorsement. The endorsement shall state that the District and its representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that SCCOE's insurance policies shall be primary to any insurance or self-insurance maintained by District.

Commercial General Liability Insurance	Each Occurrence	\$2,000,000
	General Aggregate	\$4,000,000
Professional Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Abuse and Molestation Liability	Each Occurrence	\$3,000,000
	General Aggregate	\$3,000,000
Workers' Compensation		Statutory limits
Employer's Liability	Each Occurrence	\$1,000,000

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Subcontractors

SCCOE shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance, and any other insurance required of SCCOE under this Agreement, in a company or companies lawfully authorized to do business in California as admitted carriers, in like amounts and scope of coverage as that required of SCCOE hereunder.

- 7. TAXES; INDEPENDENT CONTRACTOR STATUS.** District shall not withhold or set aside income tax, Federal Insurance Contributions Act Tax, Unemployment Insurance, Disability Insurance, or any other Federal or State funds whatsoever. It shall be the sole responsibility of SCCOE to account for all of the above and SCCOE agrees to hold District harmless from all liability for these taxes. While engaged in carrying out the Services SCCOE is and shall be an Independent Contractor, and not an Officer, Employee, Agent, Partner, or joint venture of the District.
- 8. COMPLIANCE WITH APPLICABLE LAW.** In performing services under this Agreement, SCCOE shall comply with all applicable legal requirements. SCCOE must complete and sign the SCCOE Certifications attached as Exhibit B when SCCOE submits this Agreement to the District. It shall be the sole responsibility of SCCOE to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
- 9. WORK PRODUCT.** District is the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind ("Work Product") produced as part of or resulting from this Agreement, and all rights in such Work Product, and no uses thereof except in SCCOE's performance of the Services will be permitted except by express written permission of the District. SCCOE acknowledges that this Agreement and its work hereunder, including the Work Product, may be subject to disclosure to the public. With respect to records in the District's or SCCOE's possession that may be protected from disclosure by applicable law, SCCOE agrees to abide by such law.
- District shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.
- 10. INDEMNIFICATION.** SCCOE shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Education, and members of the Board of Education, from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from performance of this Agreement including, but not limited to, the SCCOE's use of the sites listed herein; SCCOE's completion of its duties under this Agreement; injury to or death of persons or damage to property or delay or damage

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to the District, its agents, employees, Board of Education, members of the Board of Education, for any act, omission, negligence, or willful misconduct of SCCOE or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or District described in this paragraph.

- 11. RELEASE.** SCCOE acknowledges that it is voluntarily and freely entering into this Agreement and to perform the Services which may require SSCOE to enter upon and into the District's site(s) or property(ies) ("Premises"). SCCOE further acknowledges that SCCOE's use of the Premises may result in SCCOE's exposure to and illness from infectious disease including, but not limited to, MSRA, influenza and COVID-19 (collectively "Infectious Disease"). SCCOE further acknowledges the dangers involved with providing the Services and, with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. SCCOE hereby releases the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that SCCOE, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants and any other person tracing exposure or illness to SCCOE, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the Premise for the performance of the Services.
- 12. DISPUTES.** In the event of a dispute between the Parties as to performance of the Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, SCCOE shall neither rescind this Agreement nor stop performance of the Services.
- 13. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, or facsimile transmission, addressed as follows:

San José Unified School District
855 Lenzen Ave.,
San Jose, CA 95126
Attn: Laura Garcia
408-535-6000
lagarcia@sjusd.org

Santa Clara County Office of Education
1290 Ridder Park Dr.
San Jose, CA 95131
Attn: Rochelle Velazquez
408-573-3208
rvelazquez@sccoe.org

- 14. NON APPROPRIATION OF FUNDS.** In the event that the District's Governing Board fails to appropriate sufficient funds or determines that sufficient funds are not available to complete the Services, the District may terminate or suspend the completion of the Services at any time by giving written notice to SCCOE. In the event that the District exercises this option, the District will pay for all Services completed or delivered to District for which value is received up to the date of the notice of termination. All work, materials and orders paid for pursuant to this provision shall become the property of the District.
- 15. LIMITATION OF DISTRICT LIABILITY.** Other than as provided in this Agreement, District's financial obligations hereunder shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed.
- 16. ANTI-DISCRIMINATION.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore SCCOE agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
- 17. EMPLOYMENT WITH PUBLIC AGENCY.** SCCOE, if an employee of another public agency, agrees that SCCOE will

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not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

- 18. FORCE MAJEURE CLAUSE:** SCCOE shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic (collectively a "Force Majeure Event") when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of SCCOE. Any delay associated with a Force Majeure Event, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders SCCOE's performance of the Services impossible, and that event was not reasonably foreseeable at the time SCCOE executed this Agreement.
- 19. ENTIRE AGREEMENT; AMENDMENT.** This constitutes the entire Agreement between the District and SCCOE supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement may only be amended in writing executed by both parties and approved by the District's Board of Education.
- 20. NO ASSIGNMENT.** This Agreement may not be assigned by SCCOE, nor any part of the services hereunder subcontracted, without the express written permission of the District.
- 21. SEVERABILITY.** In the event that any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this Agreement will be affected by such holding, and all of the remaining provisions of this Agreement will continue in full force and effect, unless to do so would invalidate the intent of the parties in entering into this Agreement.
- 22. GOVERNING LAW; VENUE.** This Agreement shall be governed under the laws of the State of California. Any action to enforce the terms of this Agreement shall be brought in the appropriate court having jurisdiction over matters arising in Santa Clara County, California.
- 23. ATTORNEY'S FEES.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, expert fees, court costs and attorney's fees.
- 24. BOARD APPROVAL REQUIRED.** Agreements shall not be a valid and binding obligation of the District, unless and until executed by both Parties and approved or ratified by the District's Board of Education.
- 25. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 26. AUTHORITY OF EXECUTING OFFICER OR PARTY.** By signing below, the signer represents that it has the legal right, power, and authority to enter into and execute this Agreement and to bind the Party on whose behalf the signer executes this Agreement.
- 27. CONTRACT EXECUTION.** Unless otherwise prohibited by law or District policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term 'electronic copy of a signed contract' refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term 'electronically signed contract' means a contract that is executed by applying an electronic signature using technology approved by the District.

<<<<<<<<<< SIGNATURES ON THE NEXT PAGE >>>>>>>>>>

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT

Executed by the Parties at San Jose, California, on the day and year indicated below.

San José Unified School District

Santa Clara County Office of Education

Dated:

Dated: 4/5/2024

By:

By:

Tracy Morrison
Director, Procurement

DocuSigned by:
Mary Ann Dewan
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Mary Ann Dewan, Ph.D.
County Superintendent of Schools

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EXHIBIT A SERVICES

Goals

- Improve access to inclusive, equitable, high-quality education.
- Provide quality support to districts, schools, students and communities.
- Be a premier service organization.

SCCOE operates community schools which provide services (“Community School Services”) for students of Santa Clara County; and SCCOE is able to fund Community School Services on an ongoing basis only if enrollment is sufficient to generate state Average Daily Attendance (ADA) funding, and the allotment fees are adequate for a significant portion of such ongoing operations; and, the School District desires to have access to the Community School Services for its resident students.

SCCOE Responsibilities:

Provision of Services. SCCOE shall provide Community School Services in the ensuing school year for the number of students designated by District. Students can be referred to SCCOE programs with or without an expulsion. For students with an IEP, it is essential that their level of services is aligned with the level of program referred to. Special Education referrals are routed through the Special Education Office to ensure that the student level of disability can be addressed at the Community School. Students may receive direct instruction, have access to online courses, engage in social emotional pro-social activities, participate in field trips to enhance their academic program, have work experience, and meet to discuss post- secondary planning. In addition, they will have access to weekly social emotional counseling (MSW/MFT) to help them meet the terms of their referral/expulsion plan and student need.

Additional Students. SCCOE, at its sole and exclusive discretion, may offer Community School Services to more students from District than were designated (“Additional Student(s)”) based on availability of space in the community schools. For each allotment / seat costs that were generated from Districts referring more students than allotments purchased will be billed at the end of the fiscal year.

Monthly Notice & Semester Notice. SCCOE provides the District a monthly report (commencing in October) of the number of students that the District has enrolled at the SCCOE community school and/or programs pursuant to this Agreement, and how many designated spaces remain available for the District for that school year. This is reported in the monthly District Representative Meetings. At the end of each semester the student roster will be reviewed and students who are either transferring back to District or not attending will be dropped from the District allotment/seat amount, thus freeing up potential seats for placements for the next semester.

District Responsibilities:

Designation of Students. District shall notify SCCOE in writing of the projected number of students the District intends to enroll with SCCOE to provide education at the SCCOE community schools during the ensuing school year. The number of allotments will be used to project staffing rates for the coming school year.

District Release. Only students released by their district of residence will be enrolled in community schools. A released student will be continuously enrolled for the entire school year, unless the district withdraws the student, or the student is terminated by community schools and referred back to District of Residence.

Data Sharing:

The services performed under this Agreement will not include the sharing of non-publicly available employee or student data.

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EXHIBIT B
SCCOE CERTIFICATION

THE UNDERSIGNED EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT UNDERSIGNED IS:

- (1) A representative of SCCOE,
- (2) Familiar with the facts herein certified,
- (3) Authorized and qualified to execute this certificate on behalf of SCCOE and that by executing this Agreement is certifying the following items.

Fingerprint and Background Certification. Business entities entering into a Service Agreement with the District shall comply with Education Code section 45125.1. Such entities are responsible for ensuring full compliance with the requirements of this statute and should thoroughly review the requirements thereunder.

SCCOE and the SCCOE parties shall at all times comply with the fingerprint and background certification requirements as set forth below. Specifically, by checking an applicable option below, SCCOE hereby represents and warrants to District the following:

- SCCOE and/or SCCOE parties will not be present on a District site or will not have contact with District students when District students are present during the term of this Agreement.
- SCCOE shall conduct the required criminal background check(s) of all persons who will be providing services to the San José Unified School District on behalf of SCCOE, and that none of those persons have been reported by the Department of Justice (“DOJ”) as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5 and/or 1192.7(c). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. Upon request, SCCOE will provide a list of the names of the employees who may come in contact with pupils while providing Services under this Agreement. This list shall be regularly maintained and updated by SCCOE and shall be available to District upon request or audit.
- Arrange to have a Certificated District Employee continually monitor and supervise SCCOE at all times while services are provided on site such that SCCOE will have no interaction with any District student outside the immediate supervision and control of a District employee. As supported by California Education Code Section 45125.1.

Certificated District Employee: [Name], [Title] at [School]

Signature: _____ Date: _____ Principal Initials: _____

Megan’s Law (Sex Offenders). I have verified and will continue to verify that the employees of SCCOE and the Subcontractor(s) having contact with District students under this agreement are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

Tuberculosis Certification. SCCOE and the SCCOE parties shall at all times comply with the certification requirements as set forth below. Specifically, by checking the one applicable option below, SCCOE hereby represents and warrants to District the following:

- SCCOE and/or SCCOE parties will not be present on a District school site and will not have contact with District students when District students are present during the term of this Agreement.
- District has determined SCCOE will not have frequent or prolonged contact with students. District’s determination is in compliance with and supported by California Education Code Section 49406(m).

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- The following SCCOE and/or SCCOE parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section 49406. In addition, SCCOE shall maintain on file the certificates showing that SCCOE parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by SCCOE and shall be available to District upon request or audit.

SCCOE further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

COVID-19 Certification. SCCOE and the SCCOE parties shall at all times comply with the Covid-19 certification requirements as set forth below. SCCOE hereby represents and warrants to District the following:

I acknowledge and am aware of all applicable requirements and recommendations to mitigate the spread of COVID-19, including COVID-19 Public Health Guidance for K–12 Schools to Support Safe In-Person Learning for the 2022–23 School Year and San José Unified’s COVID Health and Safety Information.

SCCOE further agrees and acknowledges that District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.

Lobbyist Certification. SCCOE and the SCCOE parties shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, SCCOE hereby represents and warrants to District the following:

- SCCOE and/or SCCOE parties are not a “Lobbying Coalition,” “Lobbying Firm,” “Lobbyist” or “Lobbyist Employer” as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively “Lobbyist”) and are not performing Services hereunder that would require registering as a Lobbyist.
- SCCOE and/or SCCOE parties Services hereunder shall or may include lobbying. SCCOE and/or SCCOE parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, SCCOE shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by SCCOE and shall be available to District upon request or audit.

Conflict of Interest Certification. SCCOE and the SCCOE parties shall at all times comply with the conflict of interest certification requirements as set forth below. Specifically, by checking the one applicable option below, SCCOE hereby represents and warrants to District the following:

- SCCOE and/or SCCOE parties have read and understand the District’s Conflict of Interest Code (Board Bylaw 9270) and, to the best of SCCOE’s knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.
- SCCOE and/or SCCOE parties have read and understand the District’s Conflict of Interest Code and, SCCOE knows or has reason to believe that SCCOE has a conflict of interest that requires disclosure and SCCOE and/or SCCOE parties shall comply with the applicable disclosure requirements of the District’s Conflict of Interest Code. In addition, the SCCOE shall maintain on file statements of economic interests in accordance with applicable

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disclosure requirements. These records shall be regularly maintained and updated by SCCOE and shall be available to District upon request or audit.

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind SCCOE to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: 4/5/2024

Santa Clara County Office of Education

By:

DocuSigned by:
Mary Ann Dewan
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Mary Ann Dewan, Ph.D.

County Superintendent of Schools

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EXHIBIT B CONTINUATION
STUDENT DATA CONFIDENTIALITY CERTIFICATION

SCCOE acknowledges his/her responsibility to respect the confidentiality of Covered data and information (CDI) and to act in a professional manner in the handling of student performance data. SCCOE will ensure that confidential data, including data on individual students, is not created, collected, stored, maintained, or disseminated in violation of state and federal laws. (CDI) includes paper and electronic student education record information supplied by Institution, as well as any data provided by Institution’s students to SCCOE.

Furthermore, SCCOE agrees to the following guidelines regarding the appropriate use of student data collected by myself or made available to me from other school/system employees, Infinite Campus, TES or any other file or application to which SCCOE has access:

- SCCOE will comply to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees, and agents of a party that receive education record information from the Institution may use the information, but only for the purposes for which the disclosure was made.
- SCCOE acknowledges that the Agreement allows SCCOE access to (CDI) for whom SCCOE has a legitimate educational interest and will be used for the sole purpose of improving student achievement and providing academic advisement to the student.
- SCCOE shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted (CDI) received from, or on behalf of Institution or its students. SCCOE acknowledges that it is illegal for a student to have access to another student’s data and will not share (CDI) from any source with another student.
- SCCOE agrees to hold (CDI) in strict confidence. SCCOE shall not use or disclose (CDI) received from or on behalf of Institution (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Institution. SCCOE agrees not to use (CDI) for any purpose other than the purpose for which the disclosure was made.
- SCCOE shall, within one day of discovery, report to Institution any use or disclosure of (CDI) not authorized by this agreement or in writing by Institution. SCCOE’s report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the (CDI) used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what SCCOE has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action SCCOE has taken or shall take to prevent future similar unauthorized use or disclosure.

California Consumer Privacy Act. To the extent applicable, SCCOE shall comply with the requirements of the California Consumer Privacy Act (“CCPA”). The CCPA, however, shall not preempt the requirements of the Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 C.F.R. Part 99), the Children’s Online Privacy Protection Act (Pub.L.No. 106-554 and 47 U.S.C. §254(h)), the Children’s Internet Protection Act (15 U.S.C. §6501 et seq.), California Education Code sections 49073.1 and 49073.6, and/or the Student Online Personal Information Protection Act (California Business and Professions Code §22584). Notwithstanding the above, to the extent that a “consumer” as that term is defined by the CCPA, contacts SCCOE to receive Covered Data and Information provided to SCCOE pursuant to this Agreement, to delete consumer’s personal information or to access information collected by SCCOE hereunder, SCCOE shall refer the consumer to the District, and the District will provide the necessary and proper procedures regarding the requested information.

Santa Clara County Office of Education

Date: 4/5/2024

By:

DocuSigned by:
Mary Ann Dewan
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Mary Ann Dewan, Ph.D.

County Superintendent of Schools

