



K-12 DATA SHARING AND SERVICES PARTNERSHIP AGREEMENT

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

On behalf of:
The California College Guidance Initiative

And

MT. DIABLO UNIFIED SCHOOL DISTRICT

Agreement No. 00008954

This K-12 Data Sharing and Services Partnership Agreement (“Agreement”) is entered into by and between the Foundation for California Community Colleges, a nonprofit 501(c)(3) organization (“Foundation”), on behalf of the California College Guidance Initiative (“CCGI”), and the **MT. DIABLO UNIFIED SCHOOL DISTRICT** (“Local Educational Agency” or “LEA”), collectively (“Parties”) to set forth the roles and responsibilities of the Parties related to LEA’s uploading of its students’ Education Records to www.CaliforniaColleges.edu (“CaliforniaColleges Website”) and Foundation’s provision of account support services on the CaliforniaColleges Website, the state of California’s official college and career planning platform. The Parties understand and intend that CCGI be designated as an outsourced provider of institutional services and a “school official” with legitimate educational interests in such Educational Records as described in 34 C.F.R. 99.31(a).

I. DEFINITIONS

The following capitalized terms when used in this Agreement shall have the meanings ascribed to them respectively, in this Definitions section, unless such term is otherwise expressly defined in this Agreement.

“**Agreement**” shall have the meaning set forth in the preamble above and includes all linked addenda, schedules, and other attachments hereto (see below), as each may be amended from time to time to align CCGI’s practices with California state policy, institutional policies of the public college systems in California and the California Student Aid Commission, and to update improvements in CCGI’s security practices. Amendments to the addenda, schedules, and other attachments linked below will only take effect upon thirty (30) days’ notice to LEA. Should there be any conflict between the terms of this K-12 Data Sharing and Services Partnership Agreement and any other terms linked below, this K-12 Data Sharing and Services Partnership Agreement shall take precedence, any other conflicts shall follow the following order of precedence: (1) Terms and Conditions of Partnership, (2) Data Privacy and Security Addendum, (3) Data File Specifications, available at <https://www.cacollegeguidance.org/tcp/>. The Data File Specifications provide instructions for uploading Student Data onto the California Colleges Website.

[Terms and Conditions of Partnership](#)
[Data Privacy and Security Addendum](#)
[Data File Specifications](#)

“**CaliforniaColleges Website**” shall mean the website located at www.CaliforniaColleges.edu. The Foundation is responsible for directly contracting and compensating a third-party technology vendor (“Vendor”) for the continued operation and maintenance of www.CaliforniaColleges.edu under a separate agreement. Information describing the current Vendor can be found in the **Data Privacy and Security Addendum**, which is incorporated by reference. This definition shall also include any successor website performing the same function as www.CaliforniaColleges.edu.

“**Education Record**” shall have the meaning as set forth in 34 CFR §99.3 or under applicable state law. Education Records are those records that directly relate to a student and are maintained by an education agency or institution or by a party acting for the agency or institution. The term Education Record shall not include records that are otherwise excluded under 34 CFR §99.3 or applicable state laws.

“**Student Data**” shall mean any information (a) contained in a student's Education Record maintained by or for the LEA and provided to the CaliforniaColleges Website by an employee or agent of the LEA; or (b) acquired directly from a student or parent/legal guardian of the student through the use of the CaliforniaColleges Website, as assigned to the student or parent/legal guardian by LEA. Student Data includes Personally Identifiable Information. Student Data does not include information created by a student, including, but not limited to: college lists, career assessment results, portfolios, creative writing, photographs, and account information that enables ongoing ownership of that information which is governed by CaliforniaColleges Website privacy policy.

II. **TERM AND TERMINATION**

A. Term. This Agreement will be deemed to be effective as of the date the Agreement is fully executed by all signatories to the Agreement and will continue until terminated by either Party. No fees will be assessed under this Agreement while CCGI continues to be the provider of operational tools for the State of California.

B. Termination for Convenience. The Parties shall have the right to terminate this Agreement for any reason or no reason, without penalty, at any time by providing the other with written notice of termination in accordance with Section V of this Agreement at least sixty (60) calendar days in advance of the Termination Date. However, it is mutually understood and agreed that if the Foundation does not receive sufficient funding from the State of California to provide the Services described in this Agreement, Foundation may without penalty, terminate this Agreement by providing LEA with written notice of termination in accordance with Section V of this Agreement at least forty-five (45) calendar days in advance of the Termination Date.

III. **DISTRICT RESPONSIBILITIES**

A. Data Sharing

1. LEA shall comply with all applicable federal and state laws regarding privacy and security of Education Records and Student Data, including but not limited to those identified and discussed in the **Data Privacy and Security Addendum** attached at <https://www.cacollegeguidance.org/tcp/> and hereby incorporated by reference.
2. LEA shall upload course catalog files at least once a year to enable the use of academic planning tools by a student planning coursework at a high school operated by LEA.
3. LEA agrees to verify accuracy of courses entered by LEA into the University of California (“UC”) Course Management Portal (“CMP”) at the UC Office of the President.
4. LEA agrees to upload Education Records, in accordance with the **Data File Specifications**, attached at <https://www.cacollegeguidance.org/tcp/>, and hereby incorporated by reference. In alignment with state policy and/or to evolve functionality that serves students in the planning for and transition to college, the Data File Specifications may be iterated over time and additional optional fields may be added to the Data File Specifications. LEA data may be submitted via sFTP or an API if available.
 - a. LEA agrees to provide a centralized upload (not school site by school site) of Education Records from the local Student Information System (“SIS”) into the CaliforniaColleges Website or an FTP server, both hosted by Amazon Web Services, using a standard data format with naming conventions and using a pre-defined protocol. If CCGI has an API integration with LEA’s SIS provider, data may alternatively be shared via said API.
5. Section IV of the Data Privacy and Security Addendum is amended to provide:
 - a. The Foundation agrees to maintain an incident response program for purposes of memorializing Foundation's obligations under applicable law in the event Foundation

detects **or suspects** any loss **or unauthorized exposure** due to a Data Breach, or unauthorized access or use of Education Records or Student Data. Upon **identification of a potential** Data Breach, Foundation will notify LEA in accordance with its obligations under applicable law, but in any event within one business day of discovery of a **suspected** Data Breach.

- b. LEA agrees to cooperate fully with Foundation to ensure Foundation can comply with any notification obligations Foundation may have to student or any other parties for which notification by Foundation may be required under FERPA and any other applicable law.
 - c. Breach Protocol. Upon becoming aware of any unlawful or unauthorized access to Student Data stored on equipment used by Contractor or in facilities used by Contractor, Contractor will take the following measures: (a) promptly notify the District of the suspected or actual incident within a reasonable amount of time of the incident, not to exceed forty-eight hours, and shall present the information under the following headings: “What Happened,” “What Information was Involved,” “What We are Doing,” “What You Can Do,” and “Persons to Contact for More Information”; and (b) promptly investigate the incident and provide District with detailed information regarding the incident, including the identity of affected users; and (c) assist the District in notifying affected users, affected parents, legal guardians of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Upon request from District, Contractor shall notify affected parties or reimburse District for actual costs associated with notifying affected parties.
6. Section V. Definitions is revised as follows:
- a. “Data Breach” shall mean **suspected or** actual evidence of the loss or unauthorized access to, or unauthorized use of Student Data (as defined below) maintained by The Foundation.

B. Implementation

1. LEA shall make staff, appropriate technology resources, and space available for ongoing professional development and user support.
2. LEA agrees to collaborate with Foundation staff to provide both individual user experience and technical feedback in order to improve implementation for all users.
3. LEA agrees to identify a point of contact to (1) assist the Foundation during implementation phase; and (2) navigate or immediately report any issues regarding availability of the CaliforniaColleges Website.
4. LEA is responsible for identifying and maintaining which educators at the LEA are provided accounts on the California Colleges Website. To do so LEA is responsible for compliance with Section I of the Terms and Conditions of Partnership, “Educator Account Creation, Authorization, and Maintenance” attached at <https://www.cacollegeguidance.org/tcp/> and hereby incorporated by reference.

IV. FOUNDATION RESPONSIBILITIES

A. Technical and Service Level Support. The CaliforniaColleges Website is operated and maintained by Vendor. Service level support for the CaliforniaColleges Website is provided directly by Vendor. LEA should reach out to operations@californiacolleges.edu in order to facilitate communication with Vendor regarding technical issues with CaliforniaColleges Website.

B. Fees and Payments for Services. Foundation will provide the Services under this Agreement to LEA free of charge while Foundation continues to receive funding from the State of California. In the event that funding from the State of California is not sustained in future years, the Parties understand that the Foundation may assess and

charge a fee for services provided to the LEA. In the event a fee is assessed, this Agreement will be amended, in writing, to affect that arrangement. Foundation shall provide LEA with a 45-day notice if funding from the State of California is reduced or discontinued.

C. Scope of Services. “Services” means the services and support offered by Foundation under this Agreement or on the CaliforniaColleges Website.

1. Foundation shall provide the necessary support for the integration of Education Records and Student Data into individual student accounts on the CaliforniaColleges Website. Foundation agrees to cooperate with representatives from the LEA to ensure the data is properly uploaded in accordance with the requirements and instructions as more fully set forth and incorporated herein as **Data File Specification** available at <https://www.cacollegeguidance.org/tcp/> to this Agreement.
2. CCGI shall maintain and process Education Records and Student Data on behalf of the LEA in a manner that meets the standards of the California Community Colleges, California State University (“CSU”), California Student Aid Commission (“CSAC”), and UC systems for verified transcript data.
3. Foundation will provide an audit report of LEA’s a-g course listings in the UC CMP database to identify discrepancies. Foundation agrees to provide technical assistance, guidance, and support to LEA staff for purposes of reconciliation of any identified discrepancies.
4. Foundation shall provide access to CSU and UC eligibility analyses, both individual student reports and aggregate tracking and reporting capability for counselors.
5. Foundation shall provide students with the ability to launch their application to the California Community Colleges using the CCCApply platform in a manner that tracks submission on the CaliforniaColleges Website.
6. Foundation shall provide students with the ability to auto-populate applications for admission to all CSU campuses with course data from their individual account on the CaliforniaColleges Website, when such data matches to the CMP at the UC Office of the President, and which enables students, their parent/guardian, educators in their school, and LEA to track application submission.
7. Foundation shall provide students with the ability to launch their application for admission to the UC using the UC application in a manner that tracks submission on the CaliforniaColleges Website. Additionally, beginning fall of 2024, students will have the ability to auto-populate course data into their UC application.
8. Foundation shall provide students with the ability to initiate their Free Application for Federal Student Aid (“FAFSA”) from within the CaliforniaColleges.edu, in a manner that allows students, their parent/guardian, educators at their school site, and LEA to track the launch of this application and which enables CCGI to provide CSAC with information that supports the Cal-grant eligibility determination process.
9. Foundation shall provide students with the ability to launch additional college and financial aid applications, as they may become available, as additional institutions develop articulation agreements with CCGI.
10. Foundation shall provide the following support for LEA:
 - a) Technical assistance to support alignment between LEA’s a-g course list in the UC CMP and the LEA SIS.
 - b) Training opportunities.
 - c) Implementation planning and support for strategic goal setting.
 - d) User support to respond to student, educator, or parent/guardian questions or other inquiries.

D. Responsibilities.

1. Foundation acknowledges and agrees that Education Records provided by the District continue to be the property of and under the control of the District. Foundation agrees to protect such data from unauthorized disclosures and to comply with all applicable state and federal confidentiality laws including but not limited to the California Education Code and Family Educational Rights Privacy Act (“FERPA”) and the regulations promulgated thereunder.

2. Foundation shall not use confidential Pupil Records for any purpose other than providing services to the District pursuant to the Agreement. Foundation/CCGI shall not re-disclose confidential student information to any third party **except as provided under this Agreement** without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.
3. **MANDATED REPORTING OF SUSPECTED CHILD ABUSE OR NEGLECT.** If Foundation/CCGI will provide services at a school site and work with District students pursuant to this Agreement, Foundation/CCGI is a mandated reporter of suspected child abuse or neglect under California Penal Code § 11165.7, Foundation/CCGI will submit reports of suspected child abuse or neglect to Child Protective Services (“CPS”) as required by law. (California Penal Code § 11165.7; California Penal Code § 11164 et seq.). Foundation/CCGI shall maintain copies of such reports. Foundation/CCGI is requested, but is not required, to notify the District school site administrator when a CPS report has been filed.

V. NOTICE

Any request, notice or other communication by either Party shall be given in writing and shall be deemed given when actually delivered physically or via electronic mail to the addresses specified below:

CCGI:

Name: Contracts Manager
Email: cgcicontracts@californiacolleges.edu
Mailing Address:
 Foundation for California Community Colleges
 1102 Q Street, Suite 4800
 Sacramento, CA 95811

LEA:

Name: Elizabeth McClanahan
Email: mcclanahane@mdusd.org
Mailing Address:
 Mt. Diablo Unified School District
 1936 Carlotta Drive
 Concord, CA 94519

- VI.** District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits, in connection with this Agreement.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT

MT. DIABLO UNIFIED SCHOOL DISTRICT	FOUNDATION/CCGI
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____