



PARENT PORTAL GAP ANALYSIS

Early Learning Data Governance



SANTA CLARA COUNTY OFFICE OF EDUCATION
1290 Ridder Park Drive | San Jose, CA 95131

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California Assembly Bill 2960 requires the State Superintendent of Public Instruction (SSPI) to develop an online portal for California early learning and care programs. Under this state legislation, the parent portal must include:

- **Program and Eligibility Information.** There are numerous federal and state statutory requirements for providing early childhood care and education information to parents that need to be addressed by the parent portal, including but not limited to the Child Care and Development Block Grant Act, the Head Start Act, and the California Education Code.
- **The Opportunity to Connect with Resource and Referral (R&R) Agencies and Providers.** The State parent portal must be designed to build on and connect to existing local infrastructures for making these kinds of linkages, including but not limited to local linkages that are able to connect to early learning and care programs as well as to a much wider range of services. Additionally, for those persons who wish to do as much online as possible without human contact or support, the parent must also be able to do so through the State's parent portal.
- **The Ability to Use an Online Eligibility Screening Tool in Order to Assess Eligibility for Services.** States have such online eligibility tools that include early learning and care programs. The current thinking is to consider a list of potential programs to include in the tool, such as Head Start, child care, California State Preschool Program, Transitional Kindergarten, Medi-Cal, CalFresh, Women, Infants and Children (WIC), California Work Opportunities and Responsibility to Kids, and home visiting. Many if not all of these programs have existing business rules for eligibility. Therefore, whatever programs are included, the parent portal will have to include an online mechanism whereby parents can provide information about them and receive initial guidance about their eligibility for various programs.
- **Links to local child care Resource and Referral (R&R) Agencies and Alternative Payment Programs (APPs) for Additional Assistance in Selecting and Assessing Child Care.**
- **Access to Placement on Waiting Lists for Local Subsidized Child Care Programs.** This requirement will require that the portal language is carefully developed so that parents are not misled about what it means. Also, the required conversations regarding connections with local wait lists are tied to the other conversations about local linkages.

The Santa Clara County Office of Education was contracted by the California Department of Education to create a Local Parent Portal Workgroup to accomplish four tasks: (1) identify minimal and optimal local-level data fields that are available to be provided; (2) develop a data governance structure to address data sharing, secure data transfers and Memoranda of Understanding (MOUs); (3) review the current Consumer Education website database (My Child Care Plan [MCCP] from the California Child Care Resource & Referral Network) structure and functions to determine its capacity for use for the

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Statewide parent portal in meeting the requirements in California Assembly Bill 2960; and (4) discuss the ability of the system to permit parents' access to placement on waiting lists for local subsidized child care programs.

The Local Parent Portal Workgroup met three times: two were in person and one was via webinar. The State requested that the meeting objectives be the following:

- To provide baseline user research information so the group knows what parents and providers say they want
- To share results of the data gap analysis
- To gather input from stakeholders to shape the design of the eligibility screener
- To gather input from stakeholders to refine features/benefits for the providers
- To encourage stakeholders to sign up for smaller sub-workgroups (who worked together in person at the third webinar) to continue to work on some key issues that were flagged in the first meeting

The Local Parent Portal Workgroup comprised of representatives from the California Departments of Education and Human Services, other state agencies, local early child care and education providers, early child care and education stakeholders, First 5 organizations, and local and regional Resource and Referral (R&R) agencies. Additionally, the Santa Clara Office of Education had the opportunity to meet with and obtain input from a parent committee organized pursuant to the Preschool Development Grant, comprised of parents from throughout the state.

1. REACH CONSENSUS AMONG LOCAL PARENT PORTAL WORK GROUP MEMBERS TO IDENTIFY MINIMAL AND OPTIMAL LOCAL-LEVEL DATA FIELDS THAT ARE AVAILABLE TO PROVIDE

In addition to the information requirements contained in state and federal laws, the Local Parent Portal Workgroup reviewed possible data items recommended by sources such as the California Assembly Blue Ribbon Commission on Early Childhood Education, "Getting Down to Facts II", Child Care Aware of America, and other state websites. The Workgroup also generated data items on its own and prioritized the following information as being necessary to be included in the parent portal:

- Whether a provider offers meals or diapers
- Daily schedules
- Licensing violations (and their resolution)
- Whether staff have training on supporting children with special needs
- Types of financial assistance accepted
- Regulatory status (licensed vs. exempt)
- Support for training dual language learners
- Languages spoken in the facility
- Philosophy of the provider

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- Certifications and educational background checks.

Other issues were discussed during the Local Parent Portal Workgroup meetings. There were discussions to answer the following questions:

- What needs to be measured for parents to make informed early child care and learning choices?
- What data needs to be collected for parents to make information early child care and learning choices?
- What is the frequency of such data collection?
- What reporting process or output is most effective for parents to consume the data collected?
- What tools, responsibilities, and processes need to be in place to collect data?
- What information gaps act as barriers to parent participation in subsidized early child care and learning programs?
- Are there any statutes that you feel are barriers to necessary data collection.

The answers to these questions indicated how the counties, programs, and organizations are varied; there was no consensus to the answers to these questions. In fact, during the meetings, we learned that different early child care and education agencies collect different data elements; and the technology that they use also dictate what data elements they collect. For example, some Head Start programs collect data elements regarding demographic information, disabilities, attendance, enrollment, health events, nutrition, immunizations, family services, mental health issues, developmental assessments (Ages to Stages Questionnaire), and professional development; others collect additional information from Desired Results Development Profiles (DRDP).

The Child Care State Capacity Building Center states that there are twelve required consumer information components that states must offer on their child care consumer education websites. Those components are:

1. Child care Resource & Referral Agencies
2. Licensing and monitoring process
3. Contact information for lead agency
4. Deaths in child care settings (aggregate data)
5. Injuries in child care settings (aggregate data)
6. Child abuse cases in child care settings (aggregate data on substantiated cases)
7. Zip Code search
8. Monitoring reports
9. Quality rating

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10. Three years of monitoring data
11. Date of last inspection
12. Corrective acts

All of these twelve components must be provided in multiple languages, in formats to support individuals with disabilities, and in plain language. (All information must be written in a way to communicate with members of the audience so that they can understand the first time they read the message. Language that is plain to one set of readers may not be plain to others; it is considered plain if the intended audience finds it easy to read, understand, and use.)¹ California should also consider providing early child care and education information on the parent portal regarding child care assistance, family engagement, child development, Individuals with Disabilities Education Act Parts B & C information, development screening, as well as information regarding other assistance (e.g., CalWorks, CalFresh, WIC, LIHEAP).

There was a consensus from the Parent Portal Workgroup that whatever content is included, the document must be available in different languages. Mandatory questions should be first in any application, followed by any optional questions that do not impact on eligibility for services and assistance. Most important, the questions must be written so that they are very understandable. Regarding provider information, the State will need processes for ensuring that the information is current and accurate on an ongoing basis. Additionally, to the extent possible, the parent portal should draw on other systems to minimize the data burden on individual providers.

2. DATA GOVERNANCE STRUCTURE ADDRESSING DATA SHARING, SECURE DATA TRANSFERS, AND MEMORANDA OF UNDERSTANDING (MOUs)

There are numerous memoranda of understanding (MOUs) that counties are currently using to share data between systems and agencies to improve coordination of services and to serve the “whole child”. These memoranda describe the data structure, the secure data transfers, and other issues regarding the data sharing process. The Santa Clara County Office of Education has created an Early Childcare and Education Partnership to effectuate data sharing on a local level. The group, comprised of the Santa Clara County Office of Education, K-12 education districts and schools, early childcare and learning organizations, the County of Santa Clara, First 5 Santa Clara County, Healthier Kids Foundation, Head Start and other community stakeholders, has been meeting for more than six months and has developed a draft Memorandum of Understanding, which could be used by the State’s Early Childhood Integrated Data System and then shared with all the counties and localities as an example of how to share data and meet the confidentiality and privacy requirements of federal and state law. A copy of this Memorandum of

¹ Child Care State Capacity Building Career. (April 2018). *Consumer Education Website Requirements*. U.S.

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Department of Health and Human Services. Administration for Children and Families, Office of Child Care.

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Understanding is attached (Appendix 1.). The group also developed two forms of Consent to Share Data. These consents are attached as Appendices 2.a. and 2.b. respectively.

3. REVIEW CONSUMER EDUCATION WEBSITE DATABASE STRUCTURE AND FUNCTIONS TO EVALUATE CAPACITY FOR USE FOR THE STATEWIDE PARENT PORTAL

The Local Parent Portal Workgroup determined that the statewide effort should build on and complement local eligibility screening tool efforts. In some instances, local portals are able to connect to a much wider range of services and agencies, and that this possibility should be considered in the State's planning process. Furthermore, the Workgroup noted that parents may want to use the internet as an opportunity to connect with a specific person who can help them navigate the system further (a Resource and Referral Agency representative); other parents may want to do as much online as possible without any human help. The State must take into consideration this duality in their design. The Local Parent Portal Workgroup also believed that before designing the parent portal, it is essential for the state to better understand how parents learn about programs, how they make choices among programs, what barriers exist for parents to enrollment, and what content parents want to be included in the portal.

Additionally, there may be state and federal statutory confidentiality and privacy requirements that must be met before certain agencies can share personal information. Such requirements must be explored and met (as in the Memorandum of Understanding that was developed by the Santa Clara County Office of Education's Early Childcare and Education Partnership which is attached as Appendix 1., and the consents to share data which are attached as Appendix 2.a. and Appendix 2.b. respectively).

The Local Parent Portal Workgroup then took time to learn more about My Child Care Plan (MCCP), a user-friendly website for parents, programs, and Resource & Referral (R&R) agencies. MCCP was created by the California Child Care Resource & Referral Network, a non-profit membership organization comprised of 57 local child care resource and referral agency contractors (there are a total of 69 local child care resource and referral agencies available to the public, some contractors serve more than one county). The website is designed to meet the twelve requirements listed by Child Care State Capacity Building Center as required for child care consumer websites. Since MCCP is already being created and funded and will be operational in more than twenty-five California counties, the State has decided to use this tool and to modify it to meet any of the statutory requirements that are required by Assembly Bill 2960 and are not presently provided or planned. If MCCP proceeds as proposed and planned, it will be functional before another portal could be created and operational. Of course, if MCCP does not proceed as planned, and is not operational according to its timetable, then the State should proceed with another option to meet the requirements of Assembly Bill No. 2960.

As it exists today, MCCP proposes to provide the following for a parent or guardian to use:

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- A statewide child care search and the ability for a parent to connect with a child care specialist at the local Resource & Referral (R&R) agency over the phone;
- Consumer education and the ability for a parent to find easy-to-read information about choosing child care and getting financial assistance, including families' rights in choosing child care, the full diversity of child care services, how a child care provider gets licensed and rated for quality, public assistance programs for child care and other services for which families may be eligible;
- What Resource & Referral (R&R) agencies are and the programs they offer;
- An option for a parent to create an account to save searches and resources.

Child care providers will be able to claim a profile, present their program and services and provide update program information. They will be able to obtain local Resource & Referral (R&R) contact information and receive announcements from the local Resource & Referral (R&R) agency. Child care providers will be able to log into their online account to update information on their profile and these updates are moderated by the local Resource & Referral (R&R) agency to ensure validity. The update information may include new vacancies, training certifications, adding photographs, and changes in schedules of care and more. Prospective child care providers will be able to learn how to become a licensed family child care provider, create an account to save progress and resources, and to be able to contact the local Resource & Referral (R&R) agency.

For Resource & Referral (R&R) agencies, they are able to feature office hours and contact information, post community events, present announcements to parents and providers, and share program highlights on a public profile. It is also important to note that there are two methods for Resource & Referral (R&R) referral agencies to connect their county's provider data to the MCCP child care search tool: (1) directly uploading their data to MCCP, or (2) connecting their data with an Application Programming Interface (API). The second option permits the county to continue to use an existing system and connect their existing system to the MCCP website.

Reviewing the six requirements for an online portal contained in Assembly Bill No. 2960 and the current capacity and program plans for the MCCP website, the Local Parent Portal Workgroup prepared and reviewed the table attached as Appendix 3. This table provides an easy-to-read view of the requirements of Assembly Bill No. 2960 and whether MCCP meets or is planning to meet the specific requirements or whether changes must be implemented so that MCCP will meet the requirement. As to program and eligibility information, the MCCP website currently has program information for child care. There needs to be further review to discover whether the early learning (e.g. Early Head Start; Head Start) programs are included. If not, they must be added. There is eligibility information but it needs to be revised and applicable to all of the programs that may be accessed via the online portal.

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Regarding the opportunity to connect with Resource & Referral (R&R) agencies and providers, MCCP needs to add a tab to include Resource & Referral (R&R) information, including the geographic area covered by the agency. Provider information is already present in the program.

The third requirement is the ability to use an online eligibility screening tool to assess eligibility for services. MCCP needs to add data elements (including income and assets information for financial assistance as well as disability and other developmental questions for certain programs that are not based on a means test) to meet the program requirements but the platform already exists to build on. The Local Parent Portal Workgroup felt strongly that the online portal must include disclaimer language that tells parents this tool does not determine eligibility but rather it is just a screener. In other states, there is an online eligibility screener that can determine that a person is eligible for a program; if the person may not be eligible, instead of stating that conclusion, the parent is requested to contact a person so that additional questions can be asked and further review can take place to determine eligibility for a program.

The electronic link to the local child care Resource and Referral (R&R) agencies needs to be added to MCCP. Additionally, the program tab is present in MCCP to link to alternative payment programs for additional assistance in selecting and assessing child care, but depending on adding different and new types of programs and services, additional work will be necessary to include these programs and services.

Last, and further discussed in section 4 below, the MCCP has an information tab regarding access to placement on waiting lists for local subsidized child care programs. But work must be done to build it electronically to enable a parent to add a child to a waiting list.

In conclusion, the Local Parent Portal Workgroup agreed that it is wise to make alterations to the current MCCP to meet all of the requirements of the online portal required by Assembly Bill No 2960 as opposed to ignoring a widely available resource and starting from scratch. First, the State must determine whether MCCP will be able to expand to meet all the criteria by building out the required components of the Consumer Education Website according to the proposed timeline outlined by Assembly Bill 2960. If MCCP cannot meet the required statutory timetable and accomplish what it is required to be added, the State should proceed to explore other web-based program options as an alternative solution to MCCP and proceed with these other options.

4. ACCESS TO PLACEMENT ON WAITING LISTS FOR LOCAL SUBSIDIZED CHILD CARE PROGRAMS

There was a great deal of discussion by the Local Parent Portal Workgroup about access to placement on waiting lists for local subsidized child care programs. It was very clear that just because a person is number one on a waiting list does not necessarily mean that the child will fill the next vacancy. There may be capacity or other issues that prevent the child from being selected next. Also, a parent may

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apply to several programs and therefore a child may appear on numerous waiting lists. The child may be enrolled already in one program but still appear on waiting lists for other child care programs.

When the Santa Clara County Office of Education representatives met with the parent committee organized pursuant to the Preschool Development Grant, the parents from throughout the state were positive that they wanted the ability to access a waiting list and place their child on such a waiting list but at the same time, they recognized the numerous issues discussed above. Therefore, the consensus of the Local Parent Portal Workgroup and the parent committee was that the language about placement on waiting lists needs to be carefully developed. It will need to be very clear and understandable as to what it provides and it does not guarantee. For such language development, it is essential to include the parent “voice” so that it is successful in meeting the statutory intent and not confusing and disappointing to the parents and children using the portal.

APPENDICES

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Appendix 1.

**ENTERPRISE MEMORANDUM OF UNDERSTANDING
FOR
INTERAGENCY INFORMATION SHARING
AMONG**

**THE SANTA CLARA COUNTY OFFICE OF EDUCATION,
_____ (LEA),**

AND

_____ (AGENCY)

This Enterprise Memorandum of Understanding for Interagency Information Sharing (“E-MOU”) is entered into on this _____ day of _____, 2019 by and between the Santa Clara County Office of Education (“SCCOE”), the _____ (“LEA”), and _____ (“AGENCY”). SCCOE, LEA, and Agency are each referred to in this E-MOU as a “Party” and collectively as the “Parties.”

WHEREAS, it is a fact that many different public entities work with the same children and families, providing services in an isolated fashion or in a “silo,” and without coordinating how they are working with the same clients, and it is now widely recognized that this is an inefficient and ineffectual method of working with children and families, and that this operational system contributes to poor outcomes for clients;

WHEREAS, the California Legislature has recognized the need for public entities to work together to serve children and youth in an organized and real-time manner;

WHEREAS, in order to effectively serve children and their families from birth through matriculation into the K-12 school system, it is beneficial for public entities to collaborate with each other and create shared systems to facilitate the sharing of data in a safe and secure manner;

WHEREAS, SCCOE, LEA, and AGENCY enter into this E-MOU to facilitate the mutual sharing of data between early childhood and K-12 educational agencies, and to establish responsibilities between the Parties with respect to the sharing of data through the SCCOE’s centralized data warehouse environment, the DataZone, for purposes of improving services and implementing policies to enhance early childhood care and improving educational outcomes from children and youth within the County of Santa Clara;

WHEREAS, the Parties wish to protect the privacy of student data, including pupil records, and to comply with any applicable privacy statutes, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended; “FERPA”); California Education Code § 49073.1, the Student Online Personal Information Protection Act (California Business

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and Professions Code § 22584; “SOPIPA”); California Civil Code § 1798.29; and California Government Code § 6250 et seq.; and

WHEREAS, the purpose of this MOU is to set forth the rights and responsibilities of the Parties with respect to data processed and shared between the Parties through DataZone pursuant to the procedures set forth in this MOU.

NOW THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

1. **PURPOSE.** The purpose of this E-MOU is to enable the Parties to share confidential information, including but not limited to, student records, early childhood education information, demographic information, information directly related to a student that is maintained by LEA or AGENCY, and any information acquired directly from a student through use of instructional software or applications assigned to the student by a teacher or other LEA or AGENCY employee (collectively, the “Data”) obtained by each Party through administration of its official duties by using the DataZone. DataZone is a centralized data warehouse that is managed by SCCOE and designed to help school districts and early childhood education entities connect, integrate, and analyze data from a variety of source systems including the student information system (“SIS”), state testing files, and intervention programs, and is integral to improving decision-making and targeting resources for highest impact. The sharing of Data through DataZone shall allow the Parties to make data-driven decisions to continuously improve the quality of education for students within Santa Clara County from early childhood through matriculation into the K-12 public education system.

By entering into this E-MOU, the Parties agree to collaborate with each other to create a community that learns through modeling the use of best practices for data-based planning and evaluation. In order to support the well-being of infants, toddlers, young children and children through the use of Data, the Parties are committed to using Data appropriately while maintaining the security, privacy, and confidentiality of the Data.

2. **TERM.** This E-MOU may be periodically updated to incorporate changes if required and only upon mutual agreement of the Parties, subject to the provisions of Section 18 (Modification of Agreement). The Parties understand that this E-MOU is part of an effort to standardize data sharing between early childhood services and education and the public education system, and as such, every effort will be made to maintain a common agreement across all Parties. Notwithstanding the foregoing, this E-MOU shall terminate effective **June 30, 2023**.

3. **ROLE OF SCCOE.** SCCOE will be the Custodian of the shared Data and shall be responsible for entering and processing Data through DataZone in compliance with the terms and conditions of this E-MOU.

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4. **RESPONSIBILITIES OF SCCOE.** SCCOE will provide any services it delivers in a timely and professional manner.

4.1 SCCOE will assist with the automation of any processes required for the sharing of Data between the Parties to the extent possible.

4.2 SCCOE will ensure any systems it develops with such Data to serve the needs of the LEA or AGENCY or other Party will have appropriate levels of security as further detailed in Section 13 (Data Security) of this MOU.

4.3 SCCOE will ensure Data available through DataZone can only be viewed or accessed by Parties legally allowed to do so.

4.4 SCCOE shall not use any Data received from the Parties for any purpose other than those required specifically permitted by the E-MOU.

5. **SHARING OF SYSTEM LINKAGES AND DATA EXTRACTS.** Each Party shall provide system linkages or necessary personally identifiable Data extracts from that Party's data system in order for the SCCOE to provide services via DataZone on an agreed upon or pre-defined schedule between the Parties. Any such schedule agreed upon in writing (including email) between the Parties shall be deemed incorporated herein and made a part hereof upon such mutual agreement.

5.1 Data extracts will be provided electronically by any Party to the SCCOE.

5.2 Upon receipt of a Data extract from a Party, SCCOE will be responsible for integrating the Data into DataZone as needed to perform the required tasks for SCCOE and the other Parties.

5.3 The Data provided by the Parties to SCCOE shall include Data relevant to the purpose of this E-MOU or specific system requirements, including the Data listed in the Data Elements List, which is attached hereto as **Exhibit A** and incorporated herein by this reference.

5.4 Unless expressly agreed to in writing between the Parties with respect to any class or classes of Data, the terms and conditions of this E-MOU govern all instances of Data sharing among the Parties during the Term of this E-MOU. If LEA or AGENCY requests any specific fee-based services from SCCOE, such services will be defined in a schedule to be incorporated herein as additional exhibits to this e-MOU, which will govern the terms of any specific services to be provided by SCCOE.

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6. THIRD PARTIES. The Parties may have periodic needs to share Data of students and children, as legally allowed and/or required, with third parties, which may include but are not limited to public agencies that the Parties are required to share Data with, public agencies that the Parties desire to collaborate with, any third-party vendor of either Party, to a public agency or court as required by lawfully issued order or subpoena, or with agencies needing access to such Data to provide services to children or students within the K-12 education system (“Requesting Agency”). SCCOE, LEA, and AGENCY understand that sharing Data for use in such systems can streamline the process of providing services to students.

6.1 When permitted by the Requesting Agency, SCCOE shall provide LEA or AGENCY with notice of the request and the types of information requested.

6.2 SCCOE agrees that no Data will be made accessible to any Requesting Agency for any purpose other than those limited to the Data required and only under conditions allowed by law. Education Code §§ 49076 and 49076.5, as amended, and 20 U.S.C. § 1232g and 34 C.F.R. § 99.31, as amended provide specific conditions under which Data may be accessed by or shared with public agencies and other third parties.

6.3 SCCOE may have periodic needs to share Data, as legally allowed, with university researchers for academic purposes to allow university researchers to collaborate with LEA, AGENCY, and SCCOE or to perform relevant research studies. SCCOE shall notify LEA and AGENCY in writing of any Data sharing pursuant to this Section, including providing descriptions of the following information and documentation: (1) The identity of the researchers/organizations to whom the Data will be transmitted; (2) When requested, copies of contracts which shall include provisions binding the researcher/organization to the terms of this E-MOU; (3) A description of the types of Data to be transmitted; and (4) A description of the manner in which the Data shall be de-identified or aggregated.

7. LEGAL AUTHORITY. Data sharing under this E-MOU will, from time to time, include SCCOE collecting and maintaining educational records that contain personally identifiable information of students or staff of LEA or AGENCY. SCCOE is bound by the same regulations and laws for access and management of this Data and will conform to all legal requirements. The Parties agree that disclosure of information under this E-MOU complies with the requirements of Education Code §§ 49076, 49076.5, FERPA, Health Insurance Portability Act (“HIPAA”), the Student Online Privacy Protection Act (“SOPIPA”) and other state and federal laws and regulations governing the privacy of educational records.

7.1 The Parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and all Parties agree to maintain full compliance with such requirements. Without limitation to the foregoing, the Parties additionally agree that aggregated (non-individually identifiable) and

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non-aggregated (personally identifiable information) Data may be reported upon or shared as allowable by law.

7.2 The Parties shall ensure joint coordination and cooperation with one another to ensure compliance with FERPA. The foregoing notwithstanding, the Parties agree that LEA and AGENCY shall be responsible for providing notices to parents required under FERPA, obtaining necessary parental consent required under FERPA, and for providing parent(s), guardian(s) or student(s) with an opportunity to inspect and challenge the contents of Data shared with SCCOE pursuant to this E-MOU.

8. OWNERSHIP OF DATA. The Parties agree that the LEA and AGENCY shall continue to maintain ownership of and control over their individual source Data. SCCOE agrees that it will not alter LEA's and AGENCY's source Data, and is not responsible for any errors therein. LEA and AGENCY understand that although SCCOE may notify them of issues it discovers with the source data, the LEA and AGENCY are responsible for any corrections required of their own Data. LEA and AGENCY acknowledge that accurate reports rely upon accurate source Data being maintained by LEA and AGENCY. Each Party owns or controls its data systems and the work product generated by such systems.

8.1 SCCOE agrees to notify LEA and AGENCY and obtain explicit permission for sharing of any Data requested which falls outside the terms of this E-MOU, unless such Data is otherwise regularly publicly shared and available.

9. ADMINISTRATION OF DATA SYSTEMS. If the LEA and AGENCY desire to contract with SCCOE for certain administrative services with respect to the LEA's and AGENCY's data systems, which may include collection, extraction, or backup of Data on behalf of the LEA and AGENCY, respectively, a list of agreed upon administrative services will be defined in a schedule to be incorporated herein as additional Exhibits to this E-MOU, which will govern the terms of any specific services to be provided.

10. PROHIBITED USE OF DATA. Except as otherwise permitted by the terms of this E-MOU, no Party shall use the Data supplied to it or shared with it in an unauthorized manner. Specifically, no Party shall sell or release Data, nor enable or permit third parties to engage in targeted advertising to students or to build student profiles unrelated to the purposes contemplated by this MOU.

11. STUDENT AND PARENT ACCESS TO DATA. SCCOE shall work with LEA and AGENCY to provide a means by which employees, when authorized by LEA or AGENCY, can search and access student Data through reasonable procedures for LEA or AGENCY to respond to a parent, legal guardian, or eligible student who seeks to review personally identifiable information in the pupil's records and to correct erroneous information. The foregoing notwithstanding, SCCOE shall cooperate with LEA and AGENCY to help ensure this record

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correction will be consistent with LEA's and AGENCY's respective policies regarding record correction.

12. THIRD-PARTY VENDORS AND INDEPENDENT CONTRACTORS. SCCOE may have contracts with third party professionals or independent contractors to help SCCOE maintain the SCCOE Data system ("SCCOE Contractors"). SCCOE may distribute student or staff Data to any SCCOE Contractors only as necessary to perform SCCOE's obligations under this E-MOU, and shall prohibit SCCOE Contractors from redisclosing to third parties or otherwise using Data sharing under this E-MOU for any purpose other than those permitted in this E-MOU. SCCOE shall ensure that approved SCCOE Contractors adhere to this E-MOU. SCCOE will help ensure that any subcontractor or sub-processor that it engages to process, store or access Data has adequate technical security and organizational measures in place to keep Data secure and comply with this E-MOU.

13. DATA SECURITY. The Parties agree to maintain appropriate security protocols in the transfer or transmission of any Data, including ensuring that Data may only viewed or accessed by parties legally allowed to do so.

13.1 SCCOE maintains and will continue to maintain appropriate network protections and other data security measures to protect any Data in its possession.

13.2 SCCOE shall take actions to ensure the security and confidentiality of Data, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of the Data.

13.3 SCCOE shall maintain all data obtained or generated pursuant to this E-MOU in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to the E-MOU except as necessary to fulfill the E-MOU's purpose for the information-sharing. SCCOE shall warrant that security measures are in place to help protect against loss, misuse, and alteration of the data under SCCOE's control. When the service is accessed using a 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 and available to only authorized users. SCCOE shall host content pursuant to the service in a secure server environment that uses a firewall and other advanced technology in an effort to prevent interference or access from outside intruders. Where applicable, the service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

14. DATA BREACH OBLIGATIONS. In the event that any Party experiences a breach to the security of the data system within which Data shared under this E-MOU is stored, that Party agrees to comply with the provisions of federal and state law governing data breaches,

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including California Civil Code section 1798.29, and shall take the following steps to notify the other Parties of the data breach:

- a. Promptly notify the other Party of the suspected or actual incident;
- b. Promptly investigate the incident and provide the Parties with detailed information regarding the incident, including the identity of affected users; and
- c. Assist each Party 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.

15. SECURITY INCIDENT NOTIFICATION. The Parties shall report to the SCCOE all known incidents that threaten the security of any of the databases in which Data subject to this E-MOU is stored, or other incidents compromising the security of the Party's information technology systems with the potential to cause major disruption to the Party's normal activities ("Security Incident"). Such reports shall be made to the SCCOE within 24 hours from when the Party discovered or should have discovered the occurrence of the Security Incident. The Parties shall also comply with all applicable laws governing data breaches, including as outlined in Section 14 (Data Breach Obligations) herein. If breach requirements established by federal, state and county requirements prevent this report being given, the Party shall abide by the federal, state and local requirements and provide notice to the SCCOE's Silicone Valley Regional Data Trust ("SVRDT") office as soon as possible.

16. AUTHORIZED USERS. Only the SCCOE and its authorized users shall have access to Data shared pursuant to this E-MOU. Each Party reserves the right to limit the number of and to specify the actual authorized users it determines must have access to the Data to fulfill the Data purposes of this E-MOU.

17. ADDITION OF PARTICIPATING PARTIES. By executing the General Offer of E-MOU Terms attached hereto as **Exhibit B** and incorporated herein by this reference, the Parties offer the same terms specified in this E-MOU to any other school district or early childhood education entity that desires to participate in the Data sharing arrangement contemplated herein ("Subscribing Agency"). Any Subscribing Agency shall become a Party to this Agreement by countersigning **Exhibit B** and transmitting an executed version of the same to SCCOE upon execution. Upon execution of **Exhibit B** by a Subscribing Agency, SCCOE shall be responsible for on-boarding the Subscribing Agency with respect to the procedures applicable to Data sharing as contemplated in this E-MOU.

18. MODIFICATION OF AGREEMENT. This Agreement may be modified only by a written instrument executed by the Parties.

19. TERMINATION. Any Party may terminate this E-MOU upon providing ninety (90)

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days written notice to all other Parties.

19.1 Upon termination or expiration of this E-MOU, SCCOE shall work with LEA and AGENCY for the orderly cessation of extracts of student Data.

19.2 Upon termination or expiration of this E-MOU, SCCOE shall return or delete personally identifiable student Data unless SCCOE must retain such Data pursuant to Section 19.3 herein, or unless otherwise provided by law or mutual agreement of the Parties.

19.3 Upon termination of this E-MOU, SCCOE may retain personally identifiable child or student Data in the event that that child chooses to establish or maintain an account with the SCCOE for the purpose of storing child-generated content, either by retaining possession and control of their own child-generated content or by transferring child-generated content to a personal account.

19.4 SCCOE, LEA and AGENCY understand that SCCOE may have an ongoing need to reference the raw Data it acquired during the term of this E-MOU. In the event that such need arises, SCCOE shall, to the extent possible and subject to the mutual agreement of the LEA or AGENCY, only retain anonymized, aggregated Data that it obtained from LEA or AGENCY during the term of this MOU. However, SCCOE certifies that such anonymized, aggregated Data shall be purged when the Data has exceeded its useful life and shall not be kept for more than seven (7) years unless otherwise legally required.

20. NOTIFICATION OF CLAIMS. Each Party shall promptly notify the other Parties to this E-MOU upon notification or receipt of any civil or criminal action, demand, cause of action, lawsuit, or governmental enforcement action (collectively “actions”) arising out of or related to this E-MOU, regardless of whether any other Party is specifically named in the action.

21. APPLICABLE LAW. The laws of the State of California govern this Agreement.

22. INDEMNIFICATION. Each Party agrees to indemnify the other against actions, claims, damages and losses, including attorneys’ fees that may arise out of or in any way result from the Party’s own negligent or intentional acts, errors or omissions. The Parties shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this E-MOU and the Parties shall be held harmless for any claims or lawsuits arising out of the release of information pursuant to a request by one of the Parties in conformity with this E-MOU or pursuant to law.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Parties have executed this Enterprise Memorandum of Understanding for Interagency Information Sharing as of the last day noted below.

Santa Clara County Office of Education

By: _____
Title: Superintendent

 (LEA)

By: _____
Name: _____
Title: Superintendent

 (ECE Entity)

By: _____
Name: _____
Title: Executive Director

**EXHIBIT A DATA
ELEMENTS**

DRAFT

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**EXHIBIT B
GENERAL OFFER OF E-MOU TERMS**

SCCOE, LEA, and AGENCY offer the same terms, conditions, and privacy protections found in this Enterprise Memorandum of Understanding for Interagency Information Sharing dated [REDACTED], to any other LEA or early childhood education entity (“Subscribing Party”) that accepts this General Offer of E-MOU Terms (“General Offer”) through its signature below. This General Offer shall extend to all terms and conditions included in this E-MOU. SCCOE, LEA, AGENCY, and Subscribing Party may also agree to change the Data provided by Subscribing Agency to the SCCOE to suit the unique needs of the Parties.

Santa Clara County Office of Education

By: _____
Title: Superintendent

_____ **School District**

By: _____
Title: Superintendent

_____ **ECE Entity**

By: _____
Title: Executive Director

SUBSCRIBING AGENCY

By its signature below, Subscribing Agency accepts the General Offer of E-MOU Terms. The Subscribing Agency and the SCCOE, LEA, and AGENCY shall therefore be bound by the same terms of this E-MOU.

Subscribing Agency: _____

Printed Name: _____

Title/Position: _____

Signature: _____

Date: _____

Appendix 2.a.

CONSENT TO RELEASE AND SHARE INFORMATION

Please complete all sections of this Consent to Release and Share Information.

SECTION I

I/WE, _____, GIVE MY/OUR
(Parent/Guardian/Surrogate Parent)

INFORMED CONSENT FOR _____,
_____, AND _____ TO COMMUNICATE AND SHARE
INFORMATION, INCLUDING HEALTH INFORMATION, HEALTH RECORDS, AND STUDENT RECORDS
LISTED IN SECTION II OF THIS DOCUMENT WITH THE PERSON(S) OR ORGANIZATION(S) I HAVE
SPECIFIED IN SECTION III OF THIS DOCUMENT.

Regarding:

Child’s Legal Name

Street Address/Post Office

City/Town State Zip Code

Telephone

Form of Disclosure:

- _____ Electronic copy or access via web-based portal
- _____ Hard copy
- _____ Verbal discussions

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SECTION II – Health Information and Student Records

Purposes for Disclosure

The parties referenced in Section I above have permission to share my child’s records for the following purposes:

(Check appropriate boxes)

_____ Access to my child’s early intervention record (including obtaining copies required to determine eligibility for services, participate in service planning, and/or provide early intervention services as defined in the child’s Individualized Family Service Plan (IFSP)).

Reason for referral/area of concern:

_____ Suspected medical condition associated with developmental disability or delay

_____ Suspected developmental delay in at least one area of development:

- _____ Physical, including vision & hearing
- _____ Adaptive (self-help)
- _____ Social-emotional
- _____ Communication
- _____ Cognitive

_____ Access to my child’s health summary information from physician

_____ Send information back to the agency/person who referred my child to _____

_____ Obtaining written specialty reports, including assessments

List of all applicable specialty reports:

_____ Obtaining a copy of my child’s Individualized Family Service Plan (IFSP)

_____ Obtaining my child’s progress reports

_____ Obtaining correspondence and other communication regarding eligibility and/or the provision of early intervention services to my child

_____ Referral to and eligibility determination by _____

_____ Referral to and eligibility determination by the local educational agency (LEA)

_____ Name of applicable LEA: _____

_____ Participate as a multidisciplinary team approach to provide services to my child

[Insert any other types of records that parents/guardians may authorize for release and the purposes for which such records may be used]

_____ Other: _____

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SECTION III – Who Can Receive My Child’s Health Information

I give my authorization for the health information and student records detailed in Section II of this document to be shared with the following individual(s) or organization(s):

Name: _____

Organization: _____

Address: _____

SECTION IV – Duration of Authorization

I have read and understand the conditions of this Consent to Release and Share Information which is contained on the next page. This consent is valid for one year (12 months) unless I revoke it before the end of this time period.

I understand that I am permitted to revoke this authorization to share my child’s health information and student records at any time and can do so by submitting a request in writing to:

Name: _____

Organization: _____

Address: _____

Email: _____

I understand that:

- In the event that my information has already been shared by the time my authorization is revoked, such revocation is not retroactive (i.e., it does not negate a disclosure of my child’s information that occurred after I originally gave consent but before my consent was revoked).
- I understand that I do not need to give any further permission for the information detailed in Section II to be shared with the person(s) or organization(s) listed in section III.

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I understand that the failure to sign or submit this authorization or the revocation of this authorization will not prevent my child from receiving any treatment or benefits I am entitled to receive, provided this information is not required to determine if my child is eligible to receive those treatment or benefits or to pay for the services I receive.

Signature

Date

Print Name:

Relationship to Student:

CONSENT TO RELEASE AND SHARE INFORMATION

Please read this carefully before signing. If you have any questions, please ask them before signing.

The purpose of this Consent to Release and Share Information is to collect confidential information necessary to determine my child's eligibility for the programs listed on the form, and to plan and provide essential and necessary services as determined through the multidisciplinary team process. I hereby authorize the person(s) or organization(s) named on the reverse side of this form to release to the other organizations listed on this Consent to Release and Share Information form information pertinent to the development and implementation of a plan for service to meet the developmental, social, rehabilitative, educational, and medical needs for the child named on this Consent to Release and Share Information.

I also give consent for the release of my child's name, birth date, parent's contact information, and school district to the Local Educational Agency (LEA) in my area that is listed on this Consent to Release and Share Information form.

I understand that this consent includes the sharing of information as authorized above, in written, verbal and/or video format, to program staff who must have access to the information in order to care for my child. This Consent is effective for a period of up to twelve (12) months from the date of my signature on this Consent. As the parent/legal guardian or surrogate parent, I understand that I may revise or revoke this Consent to Release and Share Information at any point in time by following the instructions included on the form.

The parties listed on the reverse side understand that any information obtained or provided through this Consent to Release and Share Information can only use such information to provide services to my child and to benefit my child. The parties cannot further release or re-disclose such information unless: (1) I specifically authorize release or re-disclosure; or (2) applicable law permits release or re-disclosure without my consent.

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Appendix 2.b.

RECIPROCAL CONSENT TO RELEASE AND SHARE INFORMATION

PLEASE REVIEW THE INFORMATION ON PAGE 2 OF THIS CONSENT, AND ASK ANY QUESTIONS THAT YOU MAY HAVE BEFORE SIGNING BELOW

SECTION I			
I/We _____ (Name(s) of parent/legal guardian/surrogate parent(s)) give my/our informed consent to communicate and share information, including health information, health records, and student records listed in Section II of this document with the person(s) or organization(s) I have specified in Section III of this document.			
Legal name of child (first, middle, last – all are required)			Date of Birth (m/d/y)
Address (number and street, post office box)			County
City/Town	State	Zip Code	School District
Form of Disclosure: <input type="checkbox"/> Electronic copy or access via web-based portal <input type="checkbox"/> Hard copy <input type="checkbox"/> Verbal discussions			
SECTION II – Health Information and Student Records			
Purposes for Disclosure			
The consent includes the following types of information and activities (as checked x) <input type="checkbox"/> Access to my child’s assessments <input type="checkbox"/> Access to my child’s early intervention record information <input type="checkbox"/> Access to my child’s reports, including: <input type="checkbox"/> Copies of written specialty reports <input type="checkbox"/> Copies of my child’s Individualized Family Services Plan (IFSP)			

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_____ Copies of my child's progress reports and related communications
_____ Access to documents required for my child to participate in service planning and to provide early intervention services as defined in the IFSP to my child, including the following documents:

[Insert any other types of records that parents/guardians may authorize for release and the purposes for which such records may be used]

Other:

Section III – Who Can Receive My Child's Health Information

I have read and understand the conditions of this Consent to Release and Share Information which is contained on the next page. This consent is valid for one year (12 months) unless I revoke it before the end of this time period.

I understand that I am permitted to revoke this authorization to share my child's health information and student records at any time and can do so by submitting a request in writing to:

Name:

Organization:

Address:

E-Mail:

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CONSENT AND AUTHORIZATION:

I understand that:

- In the event that my information has already been shared by the time my authorization is revoked, such revocation is not retroactive (i.e., it does not negate a disclosure of my child's information that occurred after I originally gave consent but before my consent was revoked.)
- I understand that I do not need to give any further permission for the information detailed in Section II to be shared with the person(s) or organization(s) listed in Section III.
- I understand that the failure to sign or submit this authorization or the revocation of this authorization will not prevent my child from receiving any treatment or benefits I am entitled to receive, provided this information is not required to determine if my child is eligible to receive those treatment or benefits or to pay for the services I receive.

I HAVE READ AND UNDERSTAND THE CONDITIONS OF THIS CONSENT TO RELEASE AND SHARE INFORMATION, AS CONTAINED ON PAGE 2 OF THIS FORM.

Signature of parent/legal guardian/surrogate parent	Date
Signature of parent/legal guardian/surrogate parent	Date
Signature of witness	Date

RECIPROCAL CONSENT TO RELEASE AND SHARE INFORMATION

Please read this carefully before signing. If you have any questions, please ask them before signing.

The purpose of this Reciprocal Consent to Release and Share Information is to collect confidential information necessary to determine my child's eligibility for the programs listed on the form, and to plan and provide essential and necessary services as determined through the multidisciplinary team process. I hereby authorize the person(s) or organization(s) named on this form to release to the other organizations listed on this Reciprocal Consent to Release and Share Information form information pertinent to the development and implementation of a plan for service to meet the developmental, social, rehabilitative, educational, and medical needs for the child named on this Consent to Release.

I also give consent for the release of my child's name, birth date, parent's contact information, and school district to the Local Educational Agency (LEA) in my area that is listed on this Reciprocal Consent to Release and Share Information form.

I understand that this consent includes the sharing of information as authorized above, in written, verbal and/or video format, to program staff who must know the information in order to care for my child. This Consent is effective for a period of up to twelve (12) months from the date of my signature on this Consent. As the parent/legal guardian or surrogate parent, I understand that I may revise or revoke this Consent to Release and Share Information at any point in time by following the instructions included on the form.

The parties listed on the reverse side understand that any information obtained or provided through this Consent to Release and Share Information can only use such information to provide services to my child and to benefit my child. The parties cannot further release or re-disclose such information unless: (1) I specifically authorize release re-disclosure; or (2) applicable law permits release or re-disclosure without my consent.

Appendix 3.

PARENT PORTAL GAP ANALYSIS TABLE

AB 2960 Parent Portal Requirements	MyChildCarePlan.org
Program and eligibility information	<p>Program information is present</p> <p>Eligibility information is present but may need to be revised</p>
Opportunity to connect with R&R agencies and providers	<p>Provider information is present</p> <p>Need to add a tab to include R&R information, including geographic area covered by the R&R agency</p>
Ability to use an online eligibility screening tool to assess eligibility for services	<p>Platform exists to build the screening tool, but eligibility screener with essential data elements (including income and assets information) will need to be developed to ensure that MyChildCarePlan.org meets the requirements of AB 2960.</p>
Link to local child care R&R agencies	<p>Each of the local R&Rs will get their own landing page with key information.</p> <p>A sidebar provides the option for parents to contact their local R&R, which will also help build awareness of local R&Rs and the services they provide.</p>
Link to alternative payment programs for additional assistance in selecting and assessing child care	<p>Program tab is present. Will need to add different types of programs.</p>
Access to placement on waiting lists for local subsidized child care programs	<p>Information tab is present, but functionality needs to be built to enable parents to add children to waiting lists</p>