

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES LIBRARY DEPARTMENT
AND
LOS ANGELES UNIFIED SCHOOL DISTRICT

This MEMORANDUM OF AGREEMENT ("MOA") is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through the Los Angeles Public Library ("LIBRARY") and the Los Angeles Unified School District ("LAUSD"), both LIBRARY and LAUSD may be referred to herein individually as a "PARTY" and collectively as the "PARTIES", for the purpose of providing Student Success Library Cards to LAUSD students.

WHEREAS, the mission of the LIBRARY is to provide free and easy access to information, ideas, books and technology that can help to enrich, educate and empower the lives of every individual within the various and diverse communities of the City of Los Angeles.

WHEREAS, the vision of the LAUSD is that every LAUSD student receives an education in a safe, caring environment and every student be college-prepared and career ready.

WHEREAS, the LIBRARY and the LAUSD are partners in education for the students of the City of Los Angeles and have a long tradition of collaborating to meet the needs of students in achieving their academic goals.

WHEREAS, President Obama's 2013 ConnectED initiative strives to enrich the education and opportunities of every TK-12 and adult student through partnerships and cooperation, and,

WHEREAS, in April 2015 the White House launched the ConnectED Library Challenge, in which libraries and schools are encouraged to build partnerships to ensure that every child receives a library card, and,

WHEREAS, in June 2016, the LAUSD and the LIBRARY entered into a Memorandum of Agreement to work together to issue a Student Success Library Card to all students in the LAUSD, which has led to over 889,000 cards being issued to LAUSD students so far.

WHEREAS, this ambitious and successful partnership has served as a model for library systems and school districts nationwide.

WHEREAS, in 2018, the LAUSD and the LIBRARY entered into a partnership to work together to issue an Adult Library Card to all students enrolled in the Division of Adult and Career Education (DACE).

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective PARTIES, the PARTIES agree to continue to collaborate on connecting every LAUSD student, which includes TK-12 and adult learners, with a Student Success Library Card for TK-12 or an Adult Library Card for adult learners issued by the LIBRARY as follows:

SECTION 1 - TERM

The Term of this MOA shall commence on the last date all required signatures are obtained and shall not exceed a period of three (3) years. This MOA shall terminate without cause upon thirty (30) days written notice from either PARTY to the other PARTY stating that PARTY's intent to terminate this MOA.

SECTION 2 - PURPOSE

The LIBRARY and the LAUSD agree to work collaboratively as outlined in this MOA to issue a virtual Student Success Library Card or Adult Library Card to all students in the LAUSD on an ongoing basis.

SECTION 3 - STUDENT SUCCESS LIBRARY CARD

3.1 The Student Success Library Card is a special virtual card just for TK-12 students. Students may also have and use a regular library card in addition to the Student Success Library Card.

3.2 The Student Success Library Card provides access to all electronic resources offered by the LIBRARY, including research and homework databases; live homework help on-line; learning resources, downloadable e-books, audiobooks, music and magazines, and streaming music and video.

3.3 The Student Success Library Card has borrowing privileges of physical materials at the seventy-three (73) LIBRARY locations (Exhibit A) and is limited to five (5) physical books, which must be returned before additional books will be allowed to be checked out.

3.4 Overdue fines or other fees, including lost fees, will not be charged on any materials checked out with the Student Success Library Card.

SECTION 4 - DACE Student Cards

4.1 The Adult Library Card for adult learners is a virtual version of our regular adult library card.

4.2 The Adult Library Card provides access to all electronic resources offered by the LIBRARY, including research and homework databases; live homework help on-line; learning resources, downloadable e-books, audiobooks, music and magazines, and streaming music and video.

4.3 The Adult Library Card provides access to physical materials at the seventy-three (73) LIBRARY locations (Exhibit A), allowing card holders to check out up to thirty (30) physical items, which must be returned before additional items will be allowed to be checked out.

4.4 Overdue fines will not be charged on any materials checked out with the Adult Library Card. Damaged/lost item fees can be incurred.

SECTION 5 - OPERATING RESPONSIBILITIES

Both PARTIES agree that all registration and circulation records of the LIBRARY pertaining to the Student Success Library Cards and Adult Library Cards will remain confidential in accordance with the California Public Records Act and any other applicable statutes and will not be disclosed except in accordance with California Government Code Section 6267.

SECTION 6 – LIBRARY OPERATING RESPONSIBILITIES

6.1 Create virtual Student Success Library Cards and Adult Library Cards; securely send electronic files to LAUSD.

6.2 Work jointly with the LAUSD to develop information that describes the Student Success Library Card and Adult Library Card programs and LIBRARY resources to parents, legal guardians, adult learners, and individuals with power of attorney.

6.3 Work jointly with the LAUSD to provide training and information to LAUSD administrators regarding the Student Success Library Card and Adult Library Card programs.

6.4 Provide sufficient time for LIBRARY staff to visit local LAUSD TK-12 and adult schools in their service area to build and strengthen local partnerships and provide information on the Student Success Library Card and Adult Library Card programs and LIBRARY resources.

6.5 Adhere to the LAUSD Data Use Agreement, hereto attached and incorporated as Exhibit B.

6.6 Replace lost, stolen, or damaged Student Success Library Cards and Adult Library Cards at all seventy three (73) LIBRARY locations (Exhibit A) at no cost to LAUSD or LAUSD students or their families or legal guardians.

6.7 Provide outreach to LAUSD UTK-12 schools by participating in on-campus school events that promote using Student Success Library Cards, library initiatives, programs, events, and resources.

SECTION 7 - LAUSD OPERATING RESPONSIBILITIES

7.1 Distribute pertinent information about the Student Success Library Card and Adult Library Card programs, including how to access Student Success Library Cards and Adult Library Cards, to students, parents or legal guardians, adult learners, and to LAUSD staff.

7.2 Provide LAUSD student data to the LIBRARY's integrated library system via a secure electronic delivery method, and upload new Student Success Library Card and Adult Library Card barcodes to Schoology and/or similar platforms, to make them visible and available to teachers, students, adult learners, and parent/legal guardian.

7.3 Work jointly with the LIBRARY to develop and distribute handouts and website information to create awareness of the Student Success Library Card and Adult Library Card program.

7.4 Provide sufficient time for LAUSD staff members, including teachers and administrators, to attend or participate in training or webinars, or other promotional events, provided by the LIBRARY.

7.5 Work with LAPL to provide training and information to LAUSD teachers and administrators regarding the Student Success Library Card and Adult Library Card programs.

7.6 Provide evaluation and feedback to the LIBRARY and assist with obtaining feedback from LAUSD teachers, administrators, students and their families or legal guardians.

7.7 Work jointly with the LIBRARY's public information department on any promotions and events.

SECTION 8 - NOTIFICATION TO PARTIES

8.1 The representative of the PARTIES who are authorized to administer this MOA and to whom formal notices, demands, and written communications shall be given are as follows:

LIBRARY Los Angeles Public Library
Attn: Assistant City Librarian
630 W. Fifth Street
Los Angeles, CA 90071
Telephone: (213) 228-7515
Email: sbroman@lapl.org
Fax No. (213) 228-7519

LAUSD Los Angeles Unified School District
333 S Beaudry Ave.
Los Angeles, CA 90017
Phone: (213) 241-1000

8.2 Formal notices, demands and communications to be given hereunder by either PARTY shall be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested or through electronic mail (Email), facsimile (Fax), or hard copy and shall be deemed communicated as of the date of receipts.

8.3 If the name of the person designated to receive notices, demands or communications, or the address or other pertinent information of such person is changed, written notice shall be given to the other PARTY within ten (10) working days of such change.

SECTION 9 - PUBLIC ENTITY MUTUAL HOLD HARMLESS CLAUSE

Pursuant to the provisions of Section 895.4 et seq. of the California Government Code, each PARTY agrees to indemnify and hold the other harmless from all loss or liability for injury or damage, actual or alleged, to person or property arising out of or resulting from the indemnifying PARTY's acts or omissions in the performance of this MOA. The provisions of California Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated into this section.

SECTION 10 - ASSIGNMENT AND SUCCESSORS

Neither PARTY may assign or otherwise alienate any of its rights under this MOA or delegate, subcontract, or otherwise transfer any of its duties under this MOA, unless evidenced by a written amendment to this MOA executed by both PARTIES.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the PARTIES have caused this MOA to be executed by their duly authorized representatives as of the dates indicated below:

**CITY OF LOS ANGELES, a municipal
corporation, acting by and through
The Los Angeles Public Library**

**LOS ANGELES UNIFIED SCHOOL
DISTRICT**

BY: 

BY: _____

NAME: John F. Szabo

NAME: Ericka Y. King

TITLE: City Librarian

TITLE: Sr. Contract Administration Manager

DATE: 11/28/23

DATE: March 20, 2024

EXHIBIT A

LOS ANGELES PUBLIC LIBRARIES

<u>Branch</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Angeles Mesa	2700 W. 52nd St.	Los Angeles	CA	90043
Ascot	120 W. Florence Ave.	Los Angeles	CA	90003
Exposition Park	3900 S. Western Ave.	Los Angeles	CA	90062
Harbor City/Gateway	24000 S. Western Ave.	Harbor City	CA	90710
Jefferson	2211 W. Jefferson Blvd.	Los Angeles	CA	90018
John Muir	1005 W. 64th St.	Los Angeles	CA	90044
Junipero Serra	4607 S. Main St.	Los Angeles	CA	90037
Mark Twain	9621 S. Figueroa St.	Los Angeles	CA	90003
San Pedro	931 S. Gaffey St.	San Pedro	CA	90731
Vermont Square	1201 W. 48th St.	Los Angeles	CA	90037
Vernon	4504 S. Central Ave.	Los Angeles	CA	90011
Watts	10205 Compton Ave.	Los Angeles	CA	90002
Wilmington	1300 N. Avalon Blvd.	Wilmington	CA	90744
Lake View Terrace	12002 Osborne St.	Sylmar	CA	91342
North Hollywood	5211 Tujunga Ave.	North Hollywood	CA	91601
Pacoima	13605 Van Nuys Blvd.	Pacoima	CA	91331
Panorama City	14345 Roscoe Blvd.	Panorama City	CA	91402
Sherman Oaks	14245 Moorpark St.	Sherman Oaks	CA	91423
Studio City	12511 Moorpark St.	Studio City	CA	91604
Sun Valley	7935 Vineland Ave.	Sun Valley	CA	91352
Sunland-Tujunga	7771 Foothill Blvd.	Tujunga	CA	91042
Sylmar	14561 Polk St.	Sylmar	CA	91342
Valley Plaza	12311 Vanowen St.	North Hollywood	CA	91605
Van Nuys	6250 Sylmar Ave.	Van Nuys	CA	91401
Atwater Village	3379 Glendale Blvd.	Los Angeles	CA	90039
Cahuenga	4591 Santa Monica Blvd	Los Angeles	CA	90029
Fairfax	161 S. Gardner St.	Los Angeles	CA	90036
Felipe de Neve	2820 W. Sixth St.	Los Angeles	CA	90005
Goldwyn Hollywood	1623 N. Ivar Ave.	Los Angeles	CA	90028
John C. Fremont	6121 Melrose Ave.	Los Angeles	CA	90038
Los Feliz	1874 Hillhurst Ave.	Los Angeles	CA	90027
Memorial	4625 W. Olympic Blvd.	Los Angeles	CA	90019
Pico Union	1030 S. Alvarado St.	Los Angeles	CA	90006
Pio Pico Koreatown	694 S. Oxford Ave.	Los Angeles	CA	90005
Washington Irving	4117 W. Washington Blvd.	Los Angeles	CA	90018
Will & Ariel Durant	7140 W. Sunset Blvd.	Los Angeles	CA	90046
Wilshire	149 N. St. Andrews Pl.	Los Angeles	CA	90004
Arroyo Seco	6145 N. Figueroa St.	Los Angeles	CA	90004

EXHIBIT A

LOS ANGELES PUBLIC LIBRARIES

Benjamin Franklin	2200 E. First St.	Los Angeles	CA	90033
Central Library	630 W. Fifth St.	Los Angeles	CA	90071
Chinatown	639 N. Hill St.	Los Angeles	CA	90012
Cypress Park	1150 Cypress Ave.	Los Angeles	CA	90065
Eagle Rock	5027 Caspar Ave.	Los Angeles	CA	90041
Echo Park	1410 W. Temple St.	Los Angeles	CA	90026
Edendale	2011 W. Sunset Blvd.	Los Angeles	CA	90026
El Sereno	5226 Huntington Dr. S.	Los Angeles	CA	90032
Lincoln Heights	2530 Workman St.	Los Angeles	CA	90031
Little Tokyo	203 S. Los Angeles St.	Los Angeles	CA	90012
Malabar	2801 Wabash Ave.	Los Angeles	CA	90033
R.L. Stevenson	803 Spence St.	Los Angeles	CA	90023
Silver Lake	2411 Glendale Blvd.	Los Angeles	CA	90039
Canoga Park	20939 Sherman Way	Canoga Park	CA	91303
Chatsworth	21052 Devonshire St.	Chatsworth	CA	91311
Encino-Tarzana	18231 Ventura Blvd.	Tarzana	CA	91356
Granada Hills	10640 Petit Ave.	Granada Hills	CA	91344
Mid-Valley	16244 Nordhoff St.	North Hills	CA	91343
Northridge	9051 Darby Ave.	Northridge	CA	90303
Platt	23600 Victory Blvd.	Woodland Hills	CA	91367
Porter Ranch	11371 Tampa Ave.	Porter Ranch	CA	91326
West Valley	19036 Vanowen St.	Reseda	CA	91335
Woodland Hills	22200 Ventura Blvd.	Woodland Hills	CA	91364
Baldwin Hills	2906 S. La Brea Ave.	Los Angeles	CA	90016
Brentwood	11820 San Vicente Blvd.	Los Angeles	CA	90049
Hyde Park	2205 Florence Ave.	Los Angeles	CA	90043
Mar Vista	12006 Venice Bl.	Los Angeles	CA	90066
Palisades	861 Alma Real Dr.	Pacific Palisades	CA	90272
Palms-Rancho Park	2920 Overland Ave.	Los Angeles	CA	90064
Playa Vista	6400 Playa Vista Dr.	Los Angeles	CA	90094
Robertson	1719 S. Robertson Blvd.	Los Angeles	CA	90035
Venice	501 S. Venice Blvd.	Venice	CA	90291
West Los Angeles	11360 Santa Monica Blvd.	Los Angeles	CA	90025
Westchester-Loyola	7114 W. Manchester Ave.	Los Angeles	CA	90045
Westwood	1246 Glendon Ave.	Los Angeles	CA	90024

EXHIBIT B
DATA USE AGREEMENT
BETWEEN
THE LOS ANGELES UNIFIED SCHOOL DISTRICT
AND
Los Angeles Public Library
FOR
THE DISCLOSURE OF EDUCATION RECORDS

1. PARTIES

1.1 The Los Angeles Unified School District (“District”) is a public school district organized and existing under and pursuant to the constitution and laws of the State of California and with a primary business address at 333 S. Beaudry Avenue, Los Angeles, California 90017.

1.2 **Los Angeles Public Library** (“Contractor”) provides free library services to the public at 73 libraries within the City of Los Angeles with a primary place of business at 630 W. 5th Street, Los Angeles 90071.

2. PURPOSE

2.1 The purpose of this Data Use Agreement (“Agreement”) is to allow for the District to provide Contractor with personally identifiable information (“PII”) from student education records (“student data”) without consent so that the Contractor may perform the following institutional service or function for which the District would otherwise use employees: Issue digital Student Success Library Cards to every enrolled LAUSD student.

2.2 This Agreement is meant to ensure that Contractor adheres to the requirements concerning the use of student information protected under the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. §1232g, 34 Code of Federal Regulations Part 99, and California Education Code sections 49060-49085 and the confidentiality requirements related to “education records” under FERPA, “PII” under 34 CFR 99, and “covered information” under SB 1177 Student Online Personal Information Protection Act (SOPIPA) (referred to collectively as “PROTECTED INFORMATION”). Protected Information is information that is protected by specific laws. For example, student records, student and employee health records, and social security numbers, are each covered by specific privacy laws and rules. See Attachment B - *LAUSD FERPA Policy*, Attachment C - *LAUSD HIPAA Policy Regarding Student Information*, and Attachment D *LAUSD Employee Record Policy* for more information about these types of protected information. This Agreement applies to all interactions between Contractor and District schools.

2.3 34 C.F.R. §99.30 and Education Code §49076(a) require the consent of the education rights holder prior to the release of PII from the education record of a student. An exception to the consent requirement is provided for in 34 CFR §99.31(a)(1)(i) and Education Code §49076(a)(2)(G)(i) for contractors “performing institutional services or functions otherwise performed by school employees.” These contractors are considered “school officials” under

FERPA and the California Education Code.

2.4 Under this Agreement, the District considers Contractor to be a school official with legitimate educational interests performing an institutional service or function for which the District would otherwise use employees within the meaning of 34 C.F.R. §99.31(a)(1)(i) and Education Code §49076(a)(2)(G)(i) and this allows the District to disclose PII from education records of students without the consent required by 34 C.F.R. § 99.30 and Education Code §49076(a).

2.5 This Agreement does not necessarily describe the complete nature of all interactions between the Contractor and the District. Rather, this Agreement pertains to the disclosure of personally identifiable information from education records only. The service agreement (contract, MOU, license agreement, subscription agreement, etc.) between Contractor establishes the services for which Contractor is responsible and by which District considers Contractor to be a school official. However, in so far as it pertains to the subject matter of this Agreement, this Agreement takes precedence over any inconsistencies with any other agreements.

3. PROCESS FOR DATA TRANSFER

The District may provide data through Clever, Inc., (Clever), Global Grid for Learning (Global) or an internal secure district process under which the vendor receives electronic data from the District containing student-, teacher-, and other information. By using Clever or Global they will provide the data to various District vendors, such as Contractor, alleviating work on the District's part, which formerly required the creating of separate record layouts for each vendor. By entering into this Agreement, the District authorizes Clever, Global or the District itself to send data to Contractor in accordance with the District's approved Contract.

4. DISTRICT DUTIES

4.1 The District will provide student data in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232g and 34 C.F.R. Part 99, and California Education Code sections 49060-49085.

4.2 The District will provide the following student data to the Contractor:
Student names, student ID numbers, birth dates, home addresses, home phone numbers, guardian name.

5. CONTRACTOR DUTIES

5.1 The Contractor will perform the following duties in regard to any student data it obtains:

5.1.1 Not disclose the information to any other party without the consent of the parent or eligible student;

5.1.2 Use the data for no purpose other than the work stated in this Agreement;

5.1.3 Allow the District access to any relevant records for purposes of completing authorized audits;

5.1.4 Require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA and other federal and California laws with respect to the

data shared under this Agreement, as evidenced by each employee, contractor, or agent of any kind who will receive pupil record information completing Attachment A, Student Record Confidentiality and Re-Disclosure Agreement, attached hereto and incorporated by reference herein;

5.1.5 Designate in writing a single authorized representative able to request data under this Agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the completion of any projects and the return or destruction of data as required by this Agreement. District or its agents may, upon request, review the records required to be kept under this section;

5.1.6 Maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of this Agreement. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from Contractor to any other institution or entity;

5.1.7 Destroy or return all personally identifiable information obtained under this Agreement when it is no longer needed for the purpose for which it was obtained no later than 60 days after it is no longer needed. In the event Contractor destroys the PII, Contractor shall provide the District with certification of such destruction. Failure to return or destroy the PII will preclude Contractor from accessing personally identifiable student information for at least five years as provided for in 34 C.F.R. section 99.31(a)(6)(iv).

5.2 Contractor shall comply with the requirements of District policy as follows:

5.2.1 Contractor shall not (i) knowingly engage in targeted advertising on the Contractor's site, service or application to District students or their parents or legal guardians; (ii) use PII to amass a profile about a District student; (iii) sell information, including PII; or (iv) disclose PII without the District's written permission.

5.2.2 Contractor will store and process District Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Contractor warrants that all electronic District Data will be encrypted in transmission using SSL [(Secure Sockets Layer)] [or insert other encrypting mechanism] (including via web interface) [and stored at no less than 128-bit level encryption]. "Encryption" means a technology or methodology that utilizes an algorithmic process to transform data into a form in which there is a low

probability of assigning meaning without use of a confidential process or key, and such confidential process or key that might enable decryption has not been breached, and shall have the meaning given to such term under HIPAA and HIPAA Regulations, including 45 CFR §164.304.

5.2.3 Contractor shall delete a student's covered information upon request of the District.

5.2.4 District Data will not be stored outside the United States without prior written consent from the District.

5.2.5 The pupil records continue to be the property of and under the control of the District;

5.2.6 Contractor will not use any information in the pupil record for any purpose other than those required or specifically permitted by this Agreement.

5.2.7 Contractor certifies that it will not retain the pupil records upon completion of the services. Contractor will take the following actions to enforce this certification:
All student data elements provided by the district are deleted upon issuance of digital Student Success Library Cards.

5.2.8 Contractor shall not use personally identifiable information in pupil records to engage in targeted advertising.

5.3 Contractor shall comply with the District's information security specifications prior to receiving any electronic transfers of pupil record information from any District-approved third party contractor, such as Clever or Global. District may require Contractor to provide documentation of compliance prior to any transmittal.

5.4 The following shall be considered a part of and required under this Agreement:

- **The District's Contractor Code of Conduct**

- (<http://achieve.lausd.net/cms/lib08/CA01000043/Centricity/Domain/218/5.%20%20CODE%20OF%20CONDUCT%20irfp.pdf>)

- **SB 1177 Student Online Personal Information Protection Act (SOPIPA)**

- (https://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=22584.&lawCode=BPC).

5.5 Additional Contractor Duties Pertaining to Protected Information

5.5.1 In addition to any Contractor obligations stated elsewhere in this Agreement, Contractor shall notify the District in writing as soon as possible, but in no event more than two (2) business days, after Contractor becomes aware of any breach of or security Incident involving the District's **PROTECTED INFORMATION** (see Section 2.2). Contractor shall be deemed to be aware of any breach or security incident as of the first day on which such breach or security incident is known or reasonably should have been known to its officers, employees, agents or subcontractors. Contractor shall identify as soon as practicable each individual whose unsecured **PROTECTED INFORMATION** has been, or is reasonably believed by Contractor to have been, accessed, acquired, or disclosed during such

breach or security incident. Contractor shall cooperate in good faith with the District in the investigation of any breach or security incident.

- 5.5.2 Contractor shall take prompt corrective action to remedy any breach or security incident, mitigate, to the extent practicable, any harmful effect of a use or disclosure of **PROTECTED INFORMATION**, and take any other action required by applicable federal and state laws and regulations pertaining to such breach or security incident.
- 5.5.3 Contractor will provide written notice to the District as soon as possible but no later than twenty (20) calendar days after discovery of the breach or security incident of the actions taken by Contractor to mitigate any harmful effect of such breach or security incident and the corrective action Contractor has taken or shall take to prevent future similar breaches or security incidents. Upon the District's request, Contractor will also provide to the District a copy of Contractor's policies and procedures that pertain to the breach or security incident involving the District's **PROTECTED INFORMATION**, including procedures for curing any material breach of this Agreement.
- 5.5.4 Contractor shall make reasonable efforts to trace lost or translate indecipherable transmissions. Contractor shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Contractor.
- 5.5.5 Contractor shall take appropriate security measures to protect the confidentiality, integrity and availability of the District's **PROTECTED INFORMATION** that it creates receives, maintains, or transmits on behalf of the District and to prevent any use or disclosure of the District's **INFORMATION** other than as provided by the Agreement. Appropriate security measures include the implementation of the best practices as specified by the ISO 27001/2, NIST, or similar security industry guidelines.
- 5.5.6 Contractor acknowledges and agrees that pupil record information protected by the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. Section 1232g) may only be used in accordance with the terms and conditions of this Agreement and may not be re-released or otherwise redisclosed without the consent of parent(s)/guardian(s) or eligible pupil(s). Contractor understands and agrees that Contractor shall not permit any other party to have access to such information without the written consent of each pupil's parent/guardian or eligible pupil as well as prior notice to the District. Contractor further acknowledges and agrees that failure to comply with this requirement shall constitute a breach of this Agreement and will result in available penalties under the law, including but not limited to liquidated damages, third party beneficiary rights for parties injured by the breach, and/or the prohibition against Contractor having access to personally identifiable information from education records from the District for a period of time determined in the sole discretion of the District.

6. AUTHORIZATION FOR TRANSFER OF DATA.

6.1 The District hereby authorizes Contractor to receive the student data listed in Section 4.2.

6.2 Contractor agrees that District makes no warranty concerning the accuracy of the student data provided.

7. TERM

7.1 This Agreement shall be effective on the date the last party signs and shall be valid for the same term as the Contractor's underlying service agreement/contract/MOU covering Contractor's interactions with the District under which the Contractor receives student data, but no later than three (3) years from the date on which the last party signs this Agreement.

7.2 Either party may terminate this Agreement for any reason at any time upon reasonable notice to the other party.

8. NOTICES

8.1 All notices required or permitted by this Agreement shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, facsimile or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally-recognized overnight courier, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

8.2 Notices shall be delivered to the following:

DISTRICT:

Attention: Executive Director
Office of Data and Accountability

333 South Beaudry Avenue, 16th Floor
Los Angeles, CA 90017
TEL: (213) 241-2460
FAX: (213) 241-8462

CONTRACTOR:

Attention: Eva Mitnick
Los Angeles Public Library
630 W. Fifth St.
Los Angeles, CA 90071

TEL: 213-228-7311
FAX: n/a

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last day noted below.

LOS ANGELES UNIFIED SCHOOL DISTRICT

By:  Date: 3/5/24

Name, Title/Position: Kevon Tucker-Seeley, Director, Office of Data and Accountability

CONTRACTOR

By:  Date: 2.20.24
(sign here)

Name, Title/Position: Susan Broman, Assistant City Librarian

DATA USE AGREEMENT ATTACHMENT A
STUDENT RECORD CONFIDENTIALITY AND RE-DISCLOSURE AGREEMENT

The Los Angeles Unified School District ("**District**"), and the individual or entity identified as "**Recipient**" below ("**Recipient**") have entered or are planning to enter into an agreement or other arrangement that may involve Recipient's receipt of or access to certain student records and information concerning District students. The parties are entering into this Student Record Confidentiality and Re-Disclosure Agreement ("**Agreement**") in order to ensure proper treatment of any student record information that Recipient obtains or learns.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

a. "**Consenting Party**" means: (a) the natural parent, adopted parent, or legal guardian of each student or former student who is under the age of 18 years; and, (b) each student or former student who has attained the age of 18 years. Where a student's parents are divorced or legally separated, only the parent having legal custody shall be deemed to be the Consenting Party for purposes of this Agreement.

b. "**Student Record Information**" means any item of information (in any format, written, electronic, or other) that is directly related to an identifiable District pupil (current or former) and is maintained by the District or by a District employee in the performance of his or her duties.

2. Use of Student Record Information.

Recipient will use Student Record Information only for the purpose of [Describe Project or enclose attachment describing Project] ("**Project**"), and will make no use of Student Record Information, in whole or in part, for any other purposes. Recipient will keep confidential all Student Record Information and will take all necessary steps to ensure the confidentiality the Student Record Information. Recipient will only disclose Student Record Information in accordance with the terms of this Agreement

and will make no other disclosure of Student Record Information at any time.

3. Re-Disclosure.

3.1. **Consent Required.** Recipient will only disclose Student Record Information to its employees having a need to know in connection with their Project responsibilities, and will not disclose any Student Record Information to any third party without first obtaining written consent to the disclosure from each Consenting Party for whom Student Record Information will be disclosed. Recipient will promptly provide the District with copies of any and all written consents that the Recipient obtains under this paragraph.

3.2. **Restrictions on Receiving Party.** In addition, any third party receiving Student Record Information from Recipient must agree in writing to all of the terms contained in this Agreement, and may only use Student Record Information for the performance of that third party's Project-related responsibilities.

3.3 **Exceptions.** Subject to this Agreement, recipient may disclose Student Record Information to third parties if, and only to the extent that, disclosure of the Student Record

Information is otherwise permissible under applicable law or under any District privacy policy then in effect.

3.4. Access Log and Record Files.

Recipient will maintain an access log that records all disclosures of (or access to) Student Record Information. Entries in the access log will identify the person(s) receiving access, the reason access was granted, the date, time and circumstances of disclosure, and all Student Record Information provided. The access log will be made available to the District promptly upon request.

4. Pre-Publication Review. Upon notice, District may request and Researcher agrees to timely provide, prior to publication or re-publication, access to any report, memorandum, article, thesis or any other writing that includes Student Record Information provided under this Agreement and links District to any outcome or enables District to be linked to any outcome. District reserves the right to withdraw consent to the publication of any such writing if the District determines that the privacy rights of its students are jeopardized or such writing contains statements that the District considers unacceptable for publication due to, but not limited to, sampling error, flaws in analysis, or misrepresentation of findings.

5. Destruction of Information. Immediately upon completion of the Project, Recipient will destroy all Student Record Information that Recipient obtained or learned in connection with the Project. Upon the District's request, Recipient will promptly certify in writing that this destruction has occurred.

6. Required Disclosure. In the event that Recipient is requested or required by subpoena or other court order to disclose any Student Record Information, Recipient will provide immediate notice of the request to the District and will use reasonable efforts to resist disclosure until an appropriate protective order may be sought, or a waiver of compliance with the provisions of this Agreement granted. If, in

the absence of a protective order or the receipt of a written waiver hereunder, Recipient is nonetheless, in the written opinion of its counsel, legally required to disclose Student Record Information, then Recipient may disclose that Student Record Information without liability hereunder, provided that the District has been given a reasonable opportunity to review the text of the disclosure before it is made and that the disclosure is limited to only Student Record Information specifically required to be disclosed.

7. No License. No licenses or other rights under patent, copyright, trademark, trade secret or other intellectual property laws are granted or implied by this Agreement. The District is not and will not be obligated under this Agreement to purchase from or provide to Recipient any information, service, or product.

8. Disclaimer. The Student Record Information is provided AS IS and without warranty of any kind, whether expressed or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or title. The District shall not have any liability or responsibility for errors or omissions in, or any decisions made by Recipient in reliance upon, any Student Record Information.

9. Remedies.

9.1. Injunctive Relief. The parties agree that Student Record Information is of a special character, such that money damages would not be sufficient to avoid or compensate the District, its employees, agents and students for any unauthorized use or disclosure thereof, and that injunctive and other equitable relief would be appropriate to prevent any actual or threatened unauthorized use or disclosure. This remedy may be pursued in addition to any other remedies available at law or in equity, and Recipient agrees to waive any requirement for the securing or posting of

any bond. In the event of litigation to enforce any provision hereof, the prevailing party will be entitled to recover all costs, including its reasonable attorneys fees and costs, incurred in connection with the litigation.

9.2. Five-Year Bar. If the District determines, or is made aware of a determination by any other governmental agency, that Recipient has disclosed any Student Record Information in violation of this Agreement, or has maintained any Student Record Information in violation of this Agreement, then without prejudice to any other rights or remedies the District may have, the District shall be entitled to prohibit Recipient from accessing any Student Record Information for a period of five (5) years or more, as determined by the District in its sole discretion.

10. Indemnification. Recipient agrees to indemnify and hold harmless the District, its employees, agents, subcontractors, affiliates, officers and directors from, and defend the District against, any liability or expenses (including reasonable attorneys' fees and costs) arising out of or relating to: (a) any unauthorized or unlawful disclosure of Student Record Information by Recipient; or (b) any breach of this Agreement by Recipient.

i. Pursuant to Government Code Section 895.4 and 895.6, LAUSD and the City of Los Angeles (CITY) shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this MOA.

ii. LAUSD and the CITY indemnifies and holds harmless the other party for any loss, costs, or expenses that

may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.

iii. In the event of third-party loss caused by negligence, wrongful act or omission by both parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

11. Required Notice. Recipient shall notify the District immediately upon discovery of any unauthorized use or disclosure of Student Record Information, and will cooperate with the District in every reasonable way to assist the District in regaining possession of the Student Record Information, mitigating the consequences of its disclosure, and preventing its further unauthorized use.

12. Governing Law; Venue. California law will govern the interpretation of this Agreement, without reference to rules regarding conflicts of law. Any dispute arising out of this Agreement will be submitted to a state or federal court sitting in Los Angeles, California, which will have the exclusive jurisdiction regarding the dispute and to whose jurisdiction the parties irrevocably submit.

13. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered by hand, sent by courier or other express mail service, postage prepaid, or transmitted by facsimile,

addressed to a party at the address set out by its signature below.

14. Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

15. Severability. If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be interpreted to the maximum extent to which it is valid and enforceable, all as determined by such court in such action, and the remaining provisions of this Agreement will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

16. Entire Agreement. This Agreement constitutes the parties' entire agreement with respect to the subject matter hereof and supersedes any and all prior statements or agreements, both written and oral. This Agreement may not be amended except by a writing signed by the parties.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives.

RECIPIENT

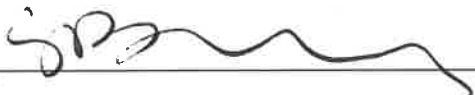
Los Angeles Public Library

Recipient Name

630 W. Fifth St.

Los Angeles, CA 90071

Recipient Address


Signature

Susan Broman
Print Name

Assistant City Librarian
Title

2.20.24
Date

THE DISTRICT

Los Angeles Unified School District

333 South Beaudry Avenue

Los Angeles, California 90017



Signature

Dr. Kevon Tucker-Seeley

Print Name

Director, Office of Data & Accountability

Title

3/5/24

Date

DATA USE AGREEMENT ATTACHMENT B:
THE LOS ANGELES UNIFIED SCHOOL DISTRICT POLICY ON PROTECTION OF
STUDENT RECORDS

State and federal laws strictly regulate the protection of students' educational record information. This policy describes the protections required by law. Violations of this policy could result in a lawsuit against the District and/or any employee that permits an improper disclosure.

This "Family Educational Rights and Privacy Act (FERPA)" policy must be followed any time there is a request for access to, or the possibility of the "disclosure" of, the contents of a student's educational records. As used in this policy, "disclosure" means to permit access to or the release or other communication of information contained in student records, by any means, including oral, written, or electronic. Please note that improperly disposing of student records can constitute a "disclosure" under the law. Use secure disposal methods, such as the shredding of paper records. In any case where there is a question about whether student record information should be disclosed, contact the Office of the General Counsel as soon as possible. In all cases, disclosure may occur only in accordance with the terms of this policy.

1. What kind of information is being requested?

Two general categories of student information must be protected by all District employees— "Confidential Student Information" and "Directory Information." The following general rules apply:

"Confidential Student Information"

"Confidential Student Information" includes any item of information, other than Directory Information, that is directly related to an identifiable District student and is maintained in the student's educational records or in any files maintained by a District employee. The format of the information does not matter—items recorded by handwriting, print, tapes, film, microfilm, on the hard disk, or any means, can all qualify as Confidential Student Information. The general rule is that Confidential Student Information may not be released without written consent from a parent or legal guardian. Exceptions to this rule are detailed below. In any event, Confidential Student Information may only be disclosed in accordance with this policy. If you have any questions about whether or not Confidential Student Information may be disclosed, contact the Office of the General Counsel before any disclosure is made.

"Directory Information"

"Directory information" means a student's name, address, telephone number, date and place of birth, dates of attendance, and most recent previous public or private school attended. Student email addresses, and class schedules are not considered Directory Information and generally may not be released without consent. Directory Information may not be disclosed to or accessed by private, profit-making entities other than the following: Parent Teacher Student Association; Elected Officials; Los Angeles County Departments of Health, Children and Family Services, Mental Health and Probation; United States Armed Forces (Military) Recruiting Agencies; Colleges, Universities or Other Institutions of Higher Education (including for-profit accredited institutions); the National Student Clearinghouse to track college attendance, Los Angeles County Departments Health Related Services (Department of Public Health and Department of Health Care Services), LAUSD School-based Health Care Providers, and the LA Trust for Children's Health. A student's parent or legal guardian (or, in some cases, a student if over 18 years old) may notify the District of any information they refuse to permit the District to designate as directory information about that student. This designation will remain in effect until the parent or legal guardian (or, in some cases, the student) modifies this designation in writing. When this notification has been made, written consent is required before disclosing the applicable Directory Information relating to that student. The procedure for obtaining consent is described below. Questions about releasing Directory Information should be directed to the Office of the General Counsel.

2. Is there an emergency requiring the disclosure of student information?

Any time an emergency creates an immediate danger to the health or safety of a student or other individual, consent is not required to disclose Confidential Student Information to persons in a position to deal with the emergency, as long as (1) the emergency has been verified by a teacher or other school official, and (2) knowledge of the Confidential Student Information is necessary. Disclosure should be limited to only that Confidential Student Information that is necessary under the circumstances.

3. Who is requesting access to student records?

A request for disclosure of Confidential Student Information will come from one of these four kinds of requesters: (1) the student or his or her parent; (2) a District employee; (3) a representative or agent of a state or federal government other than a District employee, such as representatives of departments of education, law enforcement agencies, and

state and federal courts; or, (4) a third party not within any of the first three categories. Each of these possible requesters is discussed below.

For purposes of this policy, a student's "parent" is his or her natural parent, adopted parent, or legal guardian. If a student's parents are divorced or legally separated, only the parents with custody have rights under this policy unless the student's file contains a written agreement signed by both parents indicating that either parent may access student records and give consent to disclosure.

Requests from Parents and Students

Confidential Student Information may be disclosed to students and parents as follows:

The parent of a currently enrolled or former student who is under the age of 18 may access Confidential Student Information concerning his or her student, as may the parent of any student over the age of 18 who is considered a "dependent." Any student who is 16 years of age or older, or who has completed the 10th grade, may access Confidential Student Information about himself or herself. Once a student reaches the age of 18 and is not considered to be a dependent of the parent, the student is thereafter the only person who is entitled to exercise rights related to, and grant consent for the disclosure of, his or her Confidential Student Information contained in those records.

Requests from District Employees and Representatives

Confidential Student Information may only be disclosed to District staff who will be using the information for internal District purposes in connection with their assigned duties and have a legitimate interest in the information. District representatives include teachers, school administrators, and District administrative personnel. In addition, Confidential Student Information may be disclosed without consent to any established member of a school attendance review board who has a legitimate educational interest in the requested information. Disclosure to any other District employee or representative for any other purpose (including for any use by persons or organizations outside the District) requires written consent from the student's parent or legal guardian.

Requests from Government Representatives

Any request for Confidential Student Information from an agency, official, or other representative of a state or federal government must be promptly referred to the Office of the General Counsel, which will respond to the request. Examples of this kind of request include a subpoena, summons or other demand by a court or administrative tribunal, a request from a probation officer conducting any kind of investigation, or a request made by a police officer, state or federal criminal investigator, or a truancy officer. Requests from District Police do not require referral to the Office of General Counsel.

Requests from Third Parties

The general rule is that Confidential Student Information cannot be released to third parties without written consent from a parent or legal guardian. There are, however, exceptions. Confidential student information may be disclosed without consent in response to a request from:

- Officials at private schools and in other school systems where a student intends or seeks to enroll;
- Agencies or organizations requesting information in connection with a student's application for, or receipt of, financial aid (but only as may be necessary to determine the student's eligibility for financial aid, the amount of the financial aid, the conditions that will be imposed in connection with the financial aid, or to enforce the conditions of the financial aid); and
- County elections officials, only for the purpose of identifying students who are eligible to vote and conducting programs offering students the opportunity to register to vote.

Among third parties with whom the District will share Confidential Student Information without consent are vendors who are either performing services normally performed by District employees or are conducting studies to improve instruction. In these cases the District will enter into a Data Use Agreement with such vendors. Examples of such Data Use Agreements are provided in Attachments A-3 and A-4. The District may provide aggregate and statistical data to third parties where such data is not personally identifiable to any individual student. Under FERPA, the definition of personally identifiable information includes "any set of facts that makes a student's identity easily discernable." Therefore, the demographic break down of the student population from which the data is extracted and the size of the pool of students used for such data analysis must be taken into consideration and care must be taken so that it is not easy to discern any individual student's identity. Further, no information that could be used to identify a student, such as student identification number, address, telephone number or social security number may be included.

For all other requests from third parties, consent must be obtained before Confidential Student Information may be disclosed. All questions about disclosing Confidential Student Information to a third party, or about the manner in which consent must be obtained, should be referred to the Office of General Counsel as quickly as possible after receipt of any request.

Requests from Military Recruiters

The No Child Left Behind Act requires secondary schools to provide students' names, addresses, and telephone listings to military recruiters and to institutions of higher education when they request that information. The District is required to provide this information unless the parent, guardian or, in some cases, the student, has made an election to refuse to allow disclosure of that information without prior written consent.

4. Has the proper written consent been obtained?

"Consent" under this policy means written consent, which must come either from a student's parent or an adult student, as applicable. Consent must be obtained on the District's standard form for consenting to the disclosure of Confidential Student Information, and all blanks on the form must be fully and accurately completed before

any information may be released. Any consent to disclose Confidential Student Information (which includes Directory Information for those students whose file includes a written request to withhold Directory Information) must specify the student records to be released, identify the party or class of parties to whom the records may be released, and be permanently kept within the student's cumulative file. A copy of the District's consent form is attached to this policy (Attachment A-1).

5. Has the disclosure been recorded in the student's access log?

Every student's file must contain a log or record (the "access log") that lists all persons, agencies, or organizations requesting or receiving information from the file and the reason(s) for the request. An access log may be inspected only by the student's parent (or the adult student, if applicable), the dependent adult student, and the student who is 16 years of age or older or who has completed the 10th grade. All other requests to inspect the access log must be referred to the Office of the General Counsel.

Access log entries must include:

- the name of the person(s) to whom information was disclosed (or, if no disclosure was made, from whom the request was received);
- the reason for disclosure;
- the time and circumstances of disclosure; and
- the particular records that were disclosed.

A sample access log is attached to this policy (Attachment A-2). The access log must identify each disclosure of Confidential Student Information, except that the access log need not list the following:

- Disclosures to parents, adult students, and students who have reached the age of 16 or have completed the 10th grade; Disclosures to District teachers requesting information about the students they are teaching;
- Disclosures to other District staff accessing information in connection with their assigned duties;
- Disclosures of Directory Information only; and
- Disclosures to anyone for whom written consent has been executed by the parent (or adult student, as applicable), as long as the written consent has been filed in the student's cumulative file.

6. Are there any other questions or concerns?

Any and all other questions and concerns about student record information and the disclosure of any student record information should be directed to the Office of the General Counsel, which can assist in all matters related to this policy and in complying with its terms.

DATA USE AGREEMENT ATTACHMENT C:
**THE LOS ANGELES UNIFIED SCHOOL DISTRICT POLICY ON PROTECTION OF
HEALTH INFORMATION UNDER THE HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT [HIPAA] OF 1996 REGARDING STUDENT INFORMATION**

State and federal laws strictly regulate the protection of an individual's health information. Violating these laws could subject a District employee to disciplinary action, up to and including dismissal, as well as result in a lawsuit against the District and/or the employee who is in violation.

This policy is intended to help District employees follow those laws whenever they receive access or use a student's health-related information, or receive a request for access to that information. A separate attachment will be prepared regarding other types of health-related information. If you have any questions after reading this policy about whether a student's health information may be used or disclosed, you should contact the Office of the General Counsel immediately. Please note that improperly disposing of Personnel Records or Employee Information can constitute a "disclosure" under the law. Use secure disposal methods, such as the shredding of paper records.

1. What is HIPAA?

The Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), established, for the first time, a set of national standards for the protection of an individual's health information. The federal government then published a set of regulations known as the HIPAA Privacy Rule that set forth how an individual's protected health information could be used and disclosed, and the ways in which individuals could control access to their health information. Please note that the HIPAA Privacy Rule does not apply to information contained in an employee's employment record. That information is protected under other federal and state laws.

2. Why does HIPAA apply to the District?

The District, through certain of its divisions, affiliates, employees, and independent contractors, receives and retains records of health care services provided to students. The District also provides medical services to students. Under certain circumstances, a student's health information becomes part of the student's file. Thus, the District and its employees have access to student health information that is protected under HIPAA. Therefore, the District and its employees must comply with all relevant provisions of the HIPAA Privacy Rule.

3. What is a student's protected health information?

A student's protected health information ("PHI") is any information that both (a) identifies the student, including demographic information such as name, address, age, sex, social security number and date of birth, and (b) relates to the student's past, present or future physical or mental health or condition, or to the student's receipt of, or payment for, medical treatment or health care services. PHI does not include non-health care information contained in a student's educational records. Information contained in a student's educational records is protected under other federal and state laws, and that information is separately covered under the District's Policy on Protection of Student Records ("FERPA Policy," Attachment B).

4. How must protected health information be kept confidential?

Protected health information must be kept confidential at all times and may only be used and disclosed in accordance with this policy. This means you cannot disclose PHI to any other person unless authorized by this policy. This includes disclosures made verbally in person or by telephone, and in writing by mail, fax or e-mail. This prohibition on uses and disclosures also means that you cannot repeat information you hear, make copies of information you receive, or share passwords or login information with others unless authorized by this policy. There are serious legal penalties for the unauthorized use or disclosure of PHI. **Do not take any chances. Contact the Office of the General Counsel whenever you have a question about this policy or the use or disclosure of protected health information.** Please note improperly disposing of Personnel Records or Employee Information can constitute a "disclosure" under the law. Use secure disposal methods, such as the shredding of paper records.

5. When may protected health information be disclosed?

A student's protected health information may be disclosed directly to the student upon request by the student if the student is at least 18 years old, the student is an emancipated minor, or the student is requesting protected health

information from a medical treatment for which the student is legally allowed to consent. If the student is under 18 years old, not emancipated or not legally allowed to consent to the medical treatment addressed in the protected health information, the student's PHI may be disclosed directly to the student's parent or legal guardian upon request from the parent or legal guardian, unless one of the following circumstances exists: (1) there is any suspicion or belief that the student has been or may be subjected to domestic violence, abuse, or neglect by the parent or legal guardian, (2) disclosing the student's PHI to the parent or legal guardian could endanger the student, or (3) the request relates to protected health information from a medical treatment that the student sought or obtained on a confidential basis. **If you are not sure whether to disclose a student's protected health information, please contact the Office of the General Counsel.**

A student's protected health information may be disclosed any time there is a serious and imminent threat to the health or safety of a student or other individual as long as (a) the threat has been verified by a health care professional, and (b) disclosure of the PHI is made to someone who can prevent or lessen the threat. PHI may also be used or disclosed by the District in connection with any internal activities of the District related to providing, payment for, or managing health care treatment and services. PHI may also be disclosed to health care providers for purposes of treating a student. In any case where you have a request for disclosure of protected health information that involves notes from psychotherapy or any similar treatment, promptly contact the Office of the General Counsel to discuss the request.

Any request from a government agency or official, a court of law, or any other representative of a state or federal government for a student's protected health information must promptly be referred to the Office of the General Counsel for response. In addition, if you believe that a use or disclosure of protected health information is required by law, such as in the case of possible incidents of child abuse, you must promptly refer the matter to the Office of the General Counsel.

Except as stated in this Section #5, a student's protected health information cannot be used or disclosed without the written authorization of the student, parent or legal guardian, as applicable.

6. Can I conduct a survey in which health related information is solicited from survey participants?

If you are gathering information but not gathering any identifiable information about the individual (such as their name or address) and there is no way to re-identify the individual once the survey has been submitted, then consent is not required. In the text of the survey, you must indicate that the information submitted is not protected by state or federal privacy rules. However, if you are gathering any identifiable information, consent from the subject, or his or her parent or guardian, is required along with certain notices, such as notice of what will be done with the information and how it will be stored.

For example, a survey on kids' exposure to violence that does not also solicit health related information, such as any mental or physical effect of such violence, is permissible. On the other hand, if the survey includes health information or information that could lead to a physical or mental health diagnosis, such as whether the child had problems sleeping or evidence of depression, the information must be kept confidential and consent of the parent, guardian or, in some cases, the student, is required in order to disclose the data. Similarly, basic physical data such as height, weight, and results of PE tests must be kept confidential and not disclosed without the consent of the parent, guardian or in some cases, the student. An exception to this rule is that such data may be disclosed if it is directory information of members of school sports teams and no restriction on disclosure has been submitted by the parent, guardian or, in some cases, the student. On the other hand, data in aggregate form held in a manner that does not permit re-identification of a particular student may be disclosed, such as an announcement that a certain percentage of the student body at a high school passed a certain PE test.

7. How do I obtain a written authorization to disclose protected health information?

Except for disclosures set forth in Section #5 above, you must obtain a written authorization from the student, parent, or legal guardian prior to disclosing the student's protected health information to another person or organization. For example, if you receive a request from another school district or from a college or technical school for a student's records that contain protected health information, you must get a written authorization from the student, or from the student's parent or legal guardian if the student is under 18 years old, not emancipated or not legally permitted to consent to medical treatment, before you release any protected health information. [If the request is from a federal or state agency or court of law you must send the request to the Office of the General Counsel immediately.]

In order to obtain a written authorization, have the student, parent or legal guardian, as appropriate, complete and sign the District's form "Authorization to Release Protected Health Information." A copy of the form is attached to this policy. **The District's authorization form must be completed** regardless of whether you receive another authorization form with the request for the student's protected health information. The District's authorization

form must be completely filled in and signed. Unless the disclosure is expressly permitted by Section #5, you cannot release any protected health information until you have the District's authorization form fully completed and signed by the student, the parent or the legal guardian (as appropriate).

Once the District's authorization form is completed and signed, you can only release the information stated in the form to be disclosed, and in no event can you disclose more information than was requested. For example, if the student's file contains protected health information for school years 1999-2002 and you receive a request for a student's health information for school years 1999-2002, but the authorization is only to release information for school year 2001-2002, you may only release the information for school year 2001-2002. On the other hand, if you receive a request for a student's health information for school years 2001-2002, but the authorization is to release all health information, you may still only release the health information for school years 2001-2002.

8. What other steps must be taken when protected health information is disclosed?

You must keep a record of each time you use or disclose a student's protected health information. Therefore, each time you receive a request for PHI, put a copy of the request in the student's file. If the request must be sent to the Office of the General Counsel for response (See #5 above), make a copy of the request and place the copy in the student's file prior to sending the request to the Office of the General Counsel. If you obtain a written authorization to release the information, put a copy of the written authorization with the original request. You do not need to keep track of disclosures of a student's protected information if you give the PHI directly to the student, or the student's parent or legal guardian.

9. Where can I go for further information?

You should call the Office of the General Counsel at (213) 241-7600 if you have any questions or concerns about how to handle a student's protected health information. In addition, if you have any information about possible violations to this policy or the unauthorized use or disclosure of a student's protected health information, you should contact the Office of the General Counsel. You will not be penalized in any way for reporting such information.

Please be aware that the District is adopting this policy to comply with state and federal law, and is making it available for informational purposes only. This policy is not intended to provide you, or anyone else, with any rights, remedies, claims or causes of action whatsoever.

DATA USE AGREEMENT ATTACHMENT D:
THE LOS ANGELES UNIFIED SCHOOL DISTRICT POLICY ON PROTECTION OF
EMPLOYEE RECORDS

From time to time, the District and its employees receive requests for access to private information about an employee. This private information consists of both Personnel Records and Employee Information.

This policy must be followed any time there is a request for access to, or the possibility of the “disclosure” of the contents of an employee’s Personnel records or Employee Information. As used in this policy, “disclosure” means, “to permit access to or the release or other communication of information contained in employee records, by any means, including oral, written, or electronic.” Please note that improperly disposing of Personnel Records or Employee Information can constitute a “disclosure” under the law. Use secure disposal methods, such as the shredding of paper records. In any case where there is a question about whether employee Personnel Records or Employee Information should be disclosed, contact the Office of the General Counsel as soon as possible. In all cases, disclosure may occur only in accordance with the terms of this policy. Failure to follow these policies may result in discipline, including termination.

Some Personnel Records must be kept by the District indefinitely unless microfilmed or otherwise stored. For more information about these, check with Personnel. The laws relating to the privacy of employee information come from many sources, including state and federal statutes. In ordinary situations, the State law applies to situations dealing with the privacy of the District’s employee records. This is different from agency to agency, depending on the level of Federal control over the agency’s day-to-day activities. Because the federal government does not exercise a great deal of control over the day-to-day operations of the District, state law applies, even though the District receives federal funding. If you have any questions about which laws apply, please direct them to the Office of the General Counsel.

1. Are Personnel Records private?

Personnel Records are records kept by the District that may affect or be used relative to that employee’s qualifications for employment, promotion, transfer, compensation, attendance or disciplinary action. It is the policy of the District to maintain the privacy of Personnel Records. District employees are permitted to view their own records under certain circumstances, as outlined below. Other District employees are permitted access to these records only where necessary to perform their job. Vendors are permitted access to these records when the information is required to provide services to the employee or District. When protected Employee Information must be transmitted to a vendor providing services to the employee or District, the District shall require that the transmission be by the most secure method practical under the circumstances, and that the vendor keep the information strictly confidential.

2. Is Employee Information private?

Employee Information is information retained by the District about an employee that is not contained in an employee folder. Employee Information includes lists, reports or data on computer systems that are used by other departments or vendors to provide employees services such as payroll, healthcare and Workers’ Compensation. Some types of Employee Information are protected, other types are not. Employee Information such as an employee’s name, position, work phone number or workplace location is a matter of public record and not protected by law. However, Employee Information is protected by this policy when, if released, it could result in an unwarranted invasion of an employee’s personal privacy. Information of this sort is of a personal nature, with no relation to an employee’s work duties or functions. Examples of this kind of “protected Employee Information” include an employee’s home address, phone number, social security number, marital status, parental status, salary information, disciplinary information and other types of information of this nature. Although these are not “personnel records,” it is the policy of LAUSD to maintain the privacy of this type of employee information except when this information must be accessed by employees of the District in order to perform their job functions, or by vendors requiring the information to provide services to the employee or the District. When this protected Employee Information must be transmitted to a vendor providing services to the employee or District, the District shall require that the transmission be by the most secure method practical under the circumstances as determined by the District Information Security Coordinator, and that the vendor keep the information strictly confidential. **If you are unsure as to whether this information is protected, contact the Office of the General Counsel prior to providing this information to anyone outside the District.**

3. Are there any other circumstances where Personnel Records or Employee Information may be released without employee consent?

Under some circumstances required by law, Personnel Records and/or Employee Information, even protected employee information, must be disclosed. An example would be where the names, telephone numbers, and last known addresses are requested in a subpoena arising out of a lawsuit with the District or a third party. All requests for Personnel Records or Employee Information from any internal or external party who does not require that information as part of their normal job function must be forwarded immediately to the Office of the General Counsel. In certain circumstances, such as when subpoenaed, information may be released unless the employee takes action in court or otherwise to prevent it from being released.

4. What kinds of Personnel Records does the District keep?

The District keeps several types of Personnel Records across multiple organizations within the District. There are five basic categories of personnel information: Service Information, Salary Allocation Information, Employee Relations Information, Health Information, and Supervisor's

Information. Below are the types of records contained in each category. Most of these records are accessible to employees on an appointment basis by the office that keeps the folder. The records that are not accessible are marked with an asterisk (*). These records can be described, to the extent possible, to the employee upon request.

A. Service Information (Employee Relations Department)

1. Applications for employment or reinstatement
2. Certification of citizenship and age
3. Requests for change in classification
4. Correspondence, including letters of reprimand
5. Credential material
6. Derogatory correspondence
7. Grievance Reports (final report)
8. Health approval forms
9. Leaves of Absence
10. Notices of unsatisfactory services or act
11. Oaths of allegiance
12. Performance evaluations, reports or commendations
13. References from inside District for initial employment
14. Report of notice of inadequate or unsatisfactory service
15. Resignations
16. Salary statements
17. Transcripts
18. Information from the Department of Motor Vehicles
19. Department of Justice, Criminal Background Check
20. Workers' Compensation Files
21. Attendance Records
22. Garnishments
23. * Placement files, university or college
24. * References from inside the District for initial employment (prior to 1965)
25. * References from inside the District for promotional exams
26. * References from outside the District

B. Salary Allocation Information (Salary Allocation Unit)

1. Application for Experience Credit
2. Application for Salary Point Credit
3. District in-service class forms
4. Official transcripts used for salary
5. Record of point credit for university and non-accredited institution work
6. Routine correspondence
7. Supplemental claims
8. Verification of previous experience

C. Employee Relations Information (Employee Relations Department) Materials are released only to the Superintendent or his/her designated representative; they are not released to the examination committees, school principals, or supervisors.

1. Court records, conviction statements and related correspondence
2. Derogatory correspondence from inside and outside the District (subject to

- Education Code 44301)
- 3. Complaints and files under Board Rule 133
- 4. Medical appeal correspondence
- 5. Correspondence, including letters of reprimand
- 6. Subpoenas
- 7. * Arrest statements, police reports and fingerprints reports
- D. Health Information (Coordinator, Employee Health)
 - 1. Correspondence
 - 2. Medical health record
 - 3. Medical reports
 - 4. Dependents' Information
- E. Supervisor's Information (Your Supervisor)
 - 1. Evaluations and Performance Expectations
 - 2. Records relating to performance expectations
 - 3. Derogatory correspondence from inside and outside the District (subject to Education Code 44031)

5. What do I do if I believe employee private personnel records and/or employee information have been released?

Tell your supervisor immediately. If you are a supervisor immediately notify the Office of the General Counsel if you believe any records relating to employees have been released inadvertently. There are strict laws relating to notice that must be followed, and failure to properly notify the proper party may result in disciplinary action, including but not limited to termination.

6. When should I contact the Office of the General Counsel?

As stated above, you should contact the Office of the General Counsel if you believe there has been a release of protected employee information, if there is a subpoena or Public Records Act request, if you receive unsubstantiated negative or inflammatory anonymous information about an employee, or if copies of, or access to, records are requested by a law enforcement agency.