

**AGREEMENT GOVERNING THE RELEASE OF PERSONALLY IDENTIFIABLE
STUDENT INFORMATION BY THE SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT FOR THE PURPOSE OF EVALUATING POSTSECONDARY
SUCCESS OF SACRAMENTO CITY UNIFIED SCHOOL DISTRICT STUDENTS
AT
THE LOS RIOS COMMUNITY COLLEGE DISTRICT, THE CALIFORNIA
STATE UNIVERSITY, SACRAMENTO, THE UNIVERSITY OF CALIFORNIA,
MERCED AND THE UNIVERSITY OF CALIFORNIA, DAVIS**

This Memorandum of Understanding ("Agreement"), dated December 11, 2017 states the conditions under which the Sacramento City Unified School District (hereinafter referred to as "SCUSD" or "District") will exchange personally identifiable student information ("Data") with the University of California, Merced, Center for Educational Partnerships (hereinafter referred to as "UC Merced CEP"), the University of California, Davis (hereinafter referred to as "UC Davis"), the California State University, Sacramento (hereinafter referred to as "CSU Sacramento"), and the Los Rios Community College District (hereinafter referred to as "LOS RIOS"), for the purpose of conducting studies and program evaluation in a manner consistent with the Family Educational Rights and Privacy Act of 1974 ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99) and the Privacy of Pupil Records provisions of the California Education Code (§ 49073 et seq.). UC MERCED CEP, UC Davis, CSU Sacramento, LOS RIOS and SCUSD are collectively referred to as the "Parties" and each of them individually as "Party".

PREAMBLE

Purpose and Scope of Agreement

SCUSD desires to work collaboratively with UC Merced CEP, UC Davis, CSU Sacramento, and LOS RIOS to improve the alignment of educational systems and the coordination of resources to result in the increase of student academic achievement, college preparation, matriculation and transition, university transfers, and the rate of bachelor's degree completion. This effort is intended to develop mechanisms for UC MERCED CEP, UC Davis, CSU Sacramento, LOS RIOS, and SCUSD to conduct "realtime" student data exchanges to guide continuous improvements to higher education preparation at the District as well as improve targeted student support activities, resources, and services provided at each named college/university.

Summary of Applicable Legal Authority

This Agreement to allow the release of personally identifiable student information is written under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), a Federal law that protects the privacy of student education records, as well as the parallel provisions of California Education Code § 49076. FERPA applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

FERPA permits the release of personally identifiable student data without prior written parental or student consent if the release is to "organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering

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predictive tests, administering student aid programs, and improving instruction, if such studies are conducted in such a manner as will not permit the personal identification of students and their parents by persons other than representatives of such organizations and such information will be destroyed when no longer needed for the purpose for which it is conducted." (20 USC 1232g (b)(1)(F); See, accord, California Education Code § 49076(a)(2)(E).)

The FERPA implementing regulation at 34 CFR § 99.31(a)(6) allows schools to disclose student records, without parental or student consent, to the following parties or under the following condition:

- o Organizations conducting certain studies for or on behalf of the school. (the "studies exception".)

FERPA further permits the release of personally identifiable student data without prior written parental or student consent if the release is to authorized representatives of State and local educational authorities for the purpose of auditing or evaluating a Federal or State supported educational program. (20 USC 1232g(b)(1)(C), (b)(3) and (b)(5); see accord, California Education Code § 49076(a)(1)(C).)

The FERPA implementing regulation at 34 CFR § 99.31(a)(3) allows schools to disclose student records, subject to the requirements of 34 CFR § 99.35, without parental or student consent to: Authorized representatives of State and local educational authorities. (the "audit or evaluation exception.")

Personally Identifiable Information from Education Records to be Disclosed

Under the FERPA "studies exception" (34 CFR § 99.31(a)(6)) for the purpose of improving instruction, as well as the FERPA "audit or evaluation exception" (34 CFR § 99.31(a)(3)) for the purpose of facilitating evaluation of the Parties' above, described higher education preparation and targeted student support programs, respectively, the Parties agree to the following disclosures, subject to the terms and conditions of this Agreement

SCUSD will disclose some or all of the following Data to UC MERCED CEP, CSU

Sacramento, and LOS RIOS: (UC Davis?)

- o Course enrollment;
- o A-G and other course grades;
- o Internal Assessments and/or benchmarks

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- o California High School Exit Examination data; o GPA;
- o A-G total units;
- o A-G units by subject area;
- o A-G Status;
- o SAT/ACT Registration;
- o SAT/ACT Scores;
- o Application Information to Institutions of Higher Education; o Admissions Information to Institutions of Higher Education; o Enrollment Plans to Institutions of Higher Education;
- o Student State Identification Number (SSID);
- o English Language Learner Status;
- o Ethnicity;
- o First Generation College Student;
- o Gender;
- o Foster status;
- o Family Income;
- o Parents Education Level;

UC MERCED CEP, UC Davis, CSU Sacramento, and LOS RIOS will disclose some or all of the following Data to SCUSD:

- o SCUSD student and graduate GPA
- o SCUSD student and graduate Application data;
- o SCUSD student and graduate Admission data;
- o SCUSD student and graduate Enrollment data;
- o SCUSD student and graduate Enrollment in credit bearing courses toward graduation;
- o SCUSD student and graduate remediation completion;
- o SCUSD student and graduate matriculation completion;
- o SCUSD student and graduate transfer completion;
- o SCUSD student and graduate CTE/Vocational certificate completion.

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I. ROLES AND RESPONSIBILITIES OF THE PARTIES

A. UC MERCED CEP, UC Davis, CSU Sacramento, LOS RIOS, and SCUSD

1. The Parties shall use a secure, mutually agreed upon means and schedule for identifying the appropriate data fields and for transferring confidential information.
2. The Parties acknowledge that the Data provided pursuant to this Agreement is confidential and agree to use commercially reasonable efforts to protect the Data from unauthorized disclosures to any third parties and to comply in all material respects with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to FERPA.
3. The Parties shall use the Data only for the purposes described in this Agreement and UC MERCED CEP, UC Davis, CSU Sacramento, and LOS RIOS shall not use the Data for personal gain or profit of any individual, it being understood and acknowledged that the successful conclusion of the research contemplated by this Agreement should be beneficial to all Parties and their constituents.
4. The Parties shall keep all Data in a location physically and electronically secure from unauthorized access. Data shall be stored and processed in a way that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means.
5. The Parties shall employ qualified personnel that are proficient and experienced in managing secure, confidential data ("Qualified Personnel"). The Parties agree to restrict distribution of personally identifiable matched data to Qualified Personnel, with the understanding that personally identifiable information will be released only for the purposes established in this Agreement.
6. The Parties acknowledge and agree that any Data disclosed under this Agreement remains the property of the disclosing Party. As such, the Parties further agree that Data files shall be destroyed or returned to the Party disclosing the Data when no longer needed for the purpose for which it was obtained, in compliance with 34 CFR §99.31(6)(iii)(B); §99.35 (b)(2), or upon expiration or termination of this Agreement as set forth below. In accordance with the requirements of 34 CFR §99.31(b)(6)(iii)(C)(4) and §99.35(a)(3)(iv), the Parties agree that upon the occurrence of an event which

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MERCED AND THE UNIVERSITY OF CALIFORNIA, DAVIS**

- triggers a duty to destroy or return data as set forth above, the Data shall be destroyed or returned to the disclosing Party within thirty (30) days of the occurrence.
7. The Parties shall not redisclose any Data with or without identifying information to any other requesting individuals, agencies, or organizations that are not a party to this Agreement.
 8. The Parties will require all employees, contractors, and agents of any kind to comply with all applicable state and federal laws with respect to the data shared under this agreement, including but not limited to, the Federal Family Educational Rights and Privacy Act (20 USC 1232g), federal and California information security and confidentiality laws, including the Comprehensive Computer Data Access and Fraud Act (California Penal Code Section 502), Federal Privacy Act, Gramm Leach Bliley Act with subsequent "Privacy" and "Safeguards" rulings, and the Information Practices Act of 1977, as amended. The Parties agree to require and maintain an appropriate confidentiality agreement from each employee, contractor, or agent with access to data pursuant to this Agreement. The Parties further agree that should any of them use a contractor, consultant or other agent to perform any "outsourced services" under 34 CFR § 99.31(a)(1)(B) which require the third party to access Data disclosed by any other Party under this Agreement, the Party shall extend all of its data confidentiality and security policies and procedures to the third party by contract. Any and all unauthorized access is prohibited.
 9. The Parties will use Data collected and shared under this Agreement for no purposes other than those set forth in this Agreement, as authorized under §99.31 of Title 34, Code of Federal Regulations. Nothing in this agreement may be construed to allow the maintenance, use, disclosure, or sharing of student information in a manner not allowed by federal law or regulation. In particular, the Parties will not disclose any data provided under this agreement in a manner that could identify any individual student or the student's parent(s)/guardian(s), per 34 CFR §99.31(6)(ii)(A).
 10. The Parties each designate one another as an "authorized representative" for purposes of disclosing data under the "audit or evaluation exception" in accordance with 34 CFR § 99.31(a)(3) and § 99.35(a)(3)(i).
 11. By the signature of its authorized representative below, each Party acknowledges that it has been provided with the notice required under 34 CFR § 99.33(d) that it is strictly prohibited from redisclosing student education records, or personally identifiable

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information contained in student education records, that it receives pursuant to this Agreement to any other third party except as authorized by applicable law or regulation.

12. The Parties agree to comply with the requirements governing maintenance of records of each request for access to, and each disclosure of, student education records set forth under 34 CPR § 99.32, as applicable.
13. The Parties agree that all publications, reports, or findings, including research methodology and validation of data, will be vetted and approved in writing by all parties prior to being published or distributed. This paragraph will survive the termination of this agreement or the withdrawal of any party from this agreement.

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B. SCUSD Rights and Responsibilities

SCUSD will release data pursuant to this Agreement with the understanding that:

1. No individual student data shall be identifiable in any reports not created specifically for SCUSD.
2. The SCUSD reserves the right to withhold personally identifiable student data from UC MERCED CEP, UC Davis, CSU Sacramento, and LOS RIOS at any time.

II. CONFIDENTIALITY

- A. **Confidentiality.** The Parties to this Agreement shall maintain the confidentiality of any and all Data exchanged by each and every other Party pursuant to the terms of this Agreement. The confidentiality requirements under this paragraph shall survive the termination or expiration of this Agreement or any subsequent Agreement intended to supersede this Agreement or the withdrawal of any Party.
- B. **Unauthorized disclosure.** The Parties agree to promptly notify the other Parties of any actual or suspected unauthorized disclosure of the confidential and other non public information shared under this MOU. Any such notification shall be provided within seventy-two (72) hours of discovery of the actual or suspected breach, and shall include, at a minimum:
- i. The nature of the unauthorized use or disclosure (e.g., security breach, unauthorized, disclosure);
 - ii. The specific data that was used or disclosed without authorization;
 - iii. Who made the unauthorized use or received the unauthorized disclosure;
 - iv. What the Party has done or will do to mitigate any effects of the unauthorized use or disclosure; and,
- What corrective action the Party has taken or will take to prevent future occurrences.

III. TERM AND TERMINATION

- A Term. This Agreement shall be effective as of the Effective Date, and shall continue for an initial term of two years.

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- B. Termination. Any Party may terminate this Agreement at any time upon thirty (30) days with prior written notice to the other parties. The Agreement remains in effect between any non-terminating parties.

IV. MISCELLANEOUS PROVISIONS

- A. Entire Agreement. This Agreement contains the entire understanding of the Parties.
- B. Amendment. This Agreement may be amended only by the written agreement of the Parties.
- C. Waiver. Any waiver by any Party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.
- D. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement such provision shall be fully severable. All remaining provisions shall remain in full force and effect.
- E. Execution. Each of the persons signing this Agreement on behalf of a Party represents that he or she has authority to sign on behalf and to bind such Party.
- F. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same document.

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Given when personally delivered or mailed by first class registered mail,
return receipt requested, or via overnight delivery addressed to the parties at
agreed upon addresses.

Jorge A. Aguilar, Superintendent
Sacramento City Unified School District

Date

Brian King, Chancellor
Los Rios Community College District

Date

Robert Nelsen, President
California State University, Sacramento

Date

Dorothy Leland, Chancellor
University of California, Merced

Date

Adela De La Torre, Vice Chancellor
University of California, Davis

Date

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