

**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

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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

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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

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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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