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Introduction Date	6-27-12
Enactment Number	
Enactment Date	
By	



To: Board of Education

From: Tony Smith, Ph.D Superintendent,
 Vernon Hal, Deputy Superintendent, Business & Operations,
 Maria Santos, Deputy Superintendent-Instruction, Leadership & Equity –in-
 Action by

SUBJECT: Memorandum of Understanding – University of California, Merced,
 Center for Educational Partnerships and Oakland Unified School District

Action Request:

Approval by the Board of Education of a Memorandum of Understanding, subject to release of personally identifiable student information by the Oakland Unified School District for the Data Analysis and Program Evaluation services rendered by University of California, Merced, Center for Educational Partnerships.

Attachments: Memorandum of Understanding

AGREEMENT GOVERNING RELEASE OF PERSONALLY IDENTIFIABLE STUDENT INFORMATION BY _____ SCHOOL DISTRICT FOR THE PURPOSES OF DATA ANALYSIS AND PROGRAM EVALUATION SERVICES RENDERED BY UNIVERSITY OF CALIFORNIA, MERCED, CENTER FOR EDUCATIONAL PARTNERSHIPS

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This agreement, dated _____, states the conditions under which the Oakland Unified School District (hereinafter referred to as "SCHOOL DISTRICT") will release personally identifiable student information to the University of California, Merced, Center for Educational Partnerships (hereinafter referred to as "UCM CEP"). The primary purpose of releasing the personally identifiable information is to allow the UCM CEP to conduct data analysis and evaluation services at the request of the SCHOOL DISTRICT in order to identify appropriate academic and policy-related interventions related to enhancing student achievement. 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. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

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

- Organizations conducting certain studies for or on behalf of the school.

Under FERPA (34 CFR § 99.31), the SCHOOL DISTRICT will disclose some or all of the following data to UCM CEP depending on the needs of SCHOOL DISTRICT:

- California Standards Test Data;
- California High School Exit Examination Data;
- California English Language Development Test Data;
- California Achievement Test Data;
- Spanish Assessment of Basic Education Test Data;
- A-G and other course grades;
- Internal benchmark/assessment data

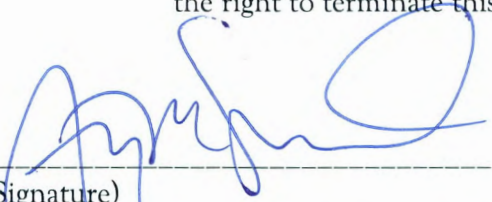
UCM CEP will analyze student standardized test data and provide reports to SCHOOL DISTRICT for the purpose of improving instructional programs so as to increase student success on standardized tests.

SCHOOL DISTRICT will release student information with the understanding that:

- No individual student data shall be identifiable in any reports not created specifically for SCHOOL DISTRICT;
- Qualified personnel at the UCM CEP shall be proficient and experienced in managing secure, confidential data. The UCM CEP and SCHOOL DISTRICT agree to restrict distribution of personally identifiable matched data to qualified personnel; in no event will any personally identifiable information be released to any person or organization other than the qualified personnel of the UCM CEP and SCHOOL DISTRICT;

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- o Student data files shall be returned to SCHOOL DISTRICT when no longer needed for the purposes for which the agreement to release personally identifiable information is drawn;
- o The UCM CEP shall adhere to all legal requirements, including but not limited to the Federal Family Educational Rights and Privacy Act (20 USC 1232g). Should the UCM CEP, its agents, or assignees; the SCHOOL DISTRICT, its agents, or assignees; or the United States Department of Education determine that release of data under this agreement does not satisfy the requirements of 20 USC 1232g, any of the parties to this agreement may terminate this agreement and demand the destruction or return of all data supplied by the parties and all data matched or derived there from within three (3) working days;
- o The SCHOOL DISTRICT reserves the right to withhold personally identifiable student data from UCM CEP at any time. The UCM CEP and the SCHOOL DISTRICT reserve the right to terminate this agreement at any time.



(Signature)
Tony Smith, Ph.D. Superintendent

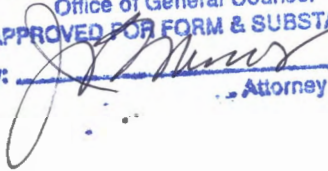
(Name & Title)
Oakland Unified School District

(School District)

Date

Jorge A. Aguilar, Associate Vice Chancellor of Educational and Community Partnerships
University of California, Merced

Date

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By:  _____
Attorney at Law