

UNIVERSITY OF CALIFORNIA

UCM DA 035

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SANTA BARBARA • SANTA CRUZ

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January 7, 2005

VICE CHANCELLOR JANE F. LAWRENCE

RE: Delegation of Authority

Effective immediately, as Vice Chancellor for Administration and pursuant to authority delegated to me by Chancellor Tomlinson-Keasey, I hereby delegate to you the following authority, which may be redelegated:

Authority to prepare, issue and sign agreements with school districts regarding data analysis services provided by the UC Merced Center for Educational Partnerships, using the attached standard form.

Lindsay A. Desrochers
Vice Chancellor for Administration

AGREEMENT GOVERNING RELEASE OF PERSONALLY IDENTIFIABLE STUDENT
INFORMATION BY THE XXX UNIFIED 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 May 26, 2016, states the conditions under which the XXX Unified School District (hereinafter referred to as “XXX”) 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 XXX. 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:

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

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

- o State Test Data;
- o California Assessment of Student Performance and Progress;
- o California English Language Development Test Data;
- o Individual Student Transcripts;
- o A-G and other course grades;
- o Internal Assessments and/or benchmarks;
- o Higher Entrance Exam Scores; and
- o AERIES access

XXX will release student information with the understanding that:

- o No individual student data shall be identifiable in any reports not created specifically for XXX;
- o Qualified personnel at the UCM CEP shall be proficient and experienced in managing secure, confidential data. The UCM CEP and XXX 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, XXX;
- o Student data files shall be returned to the XXX when no longer needed for the purposes for which the agreement to release personally identifiable information is drawn;

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- 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 XXX, 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;
- The XXX reserves the right to withhold personally identifiable student data from UCM CEP at any time. The UCM CEP and the XXX reserve the right to terminate this agreement at any time.

XXX
Superintendent,
XXX Unified School District

Date

Charles Nies,
Vice Chancellor of Student Affairs
University of California, Merced

Date