

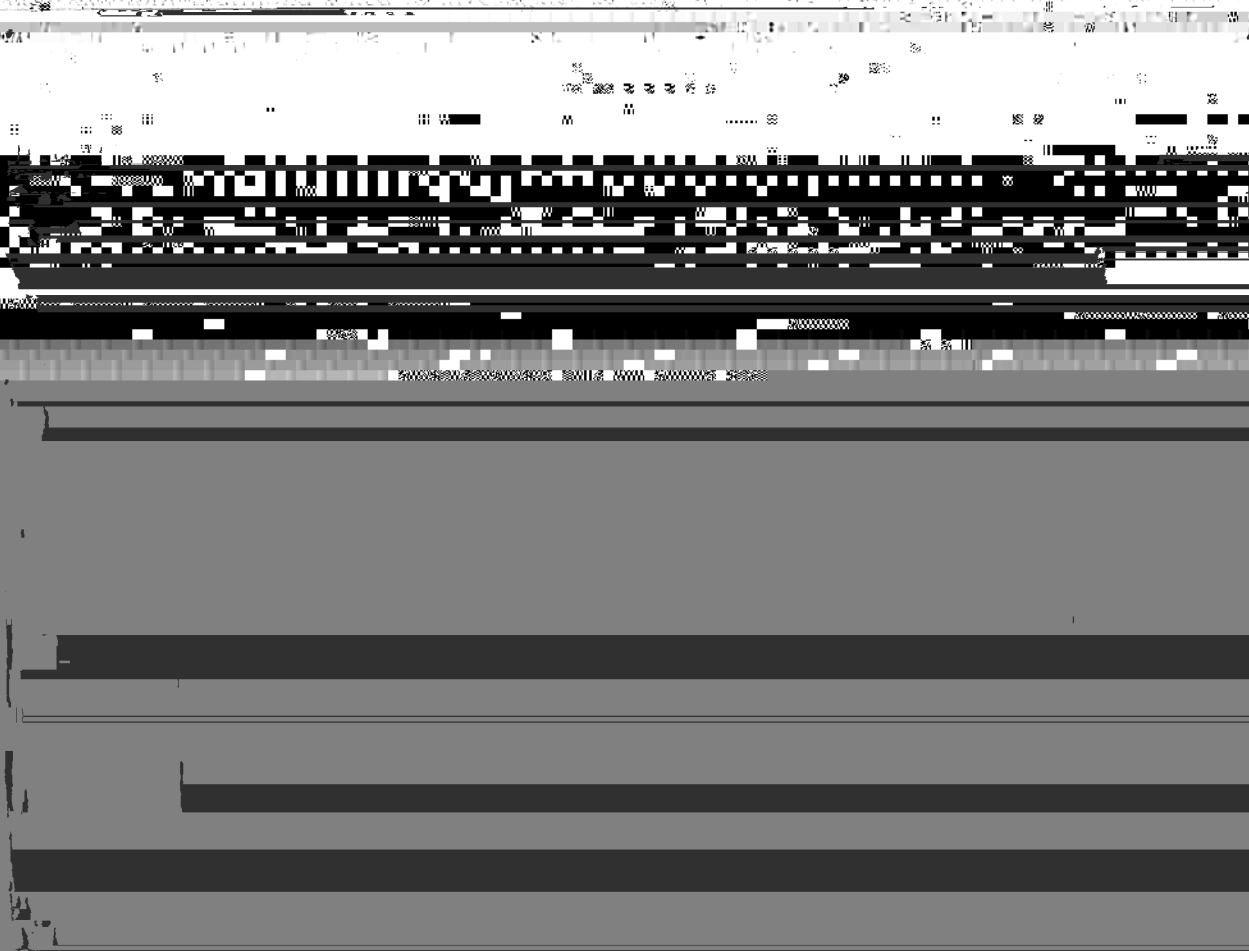
Comments from David Fisher, President of the Sacramento City Teachers Association to the Sacramento City Unified School District, April 8, 2021.

Agenda Item #10.1 Revised Board Policy 3315

Tonight, you as a school board are being presented with seems to be an innocuous change to SCUSD school board policy #3315.

In reality, the proposed change is hardly innocuous. SCUSD has been plagued with the conflict-of-interest issues since Jorge Aguilar became of the Superintendent in July 2017.

At the time he was hired, the District entered in a data sharing agreement with UC Merced where the District agreed to pay \$1.5 million to UC Merced. The agreement was signed by board member Darrel Woo, who has not an authorized signatory for the District, and it was not disclosed that



AGREEMENT GOVERNING THE RELEASE OF PERSONALLY IDENTIFIABLE STUDENT
INFORMATION BY THE CLARK COUNTY DISTRICT SCHOOL DISTRICT TO THE

This Memorandum of Understanding ("MOU"), dated June 1, 2017 ("Effective Date"), states the terms

UNIVERSITY OF CALIFORNIA, MERCED

PREAMBLE

[REDACTED]

INFORMATION BY THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT TO THE

[REDACTED]

UNIVERSITY OF CALIFORNIA, MERCED

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:

[REDACTED]

AGREEMENT GOVERNING THE RELEASE OF PERSONALLY IDENTIFIABLE STUDENT INFORMATION BY THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT TO THE UNIVERSITY OF CALIFORNIA, MERCED

First Generation Student:

[REDACTED]

2.

A. UCM CEP and SCUSD

Academic Grade Point Average, Use of Standardized Test Scores, and Daily Attendance upon means and schedule for

- Current Student Enrollment Data (including appropriate data fields and for transferring confidential

- Student School Information History

- Student Status: Foster Youth Status, Homeless Status, GATE, Migrant, AVID, Special Education Status²

o Student A-G Progress Status: A-G Total Units, A-G Units by Subject Area, A-G Ontrack Status

o Student Engagement Data (e.g. Arts, Activities, Athletics): Activity Participation, Event Participation.

o English Learner Progress Status: Proficiency Level, EL Progress Status, EL Status, Expected

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individual or organization, it being understood and acknowledged that the
successful conclusion of the research contemplated by the MOU should be

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

beneficial to all Parties and their constituents.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Revised 11/2000

[REDACTED]

Confidentiality

INFORMATION BY THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT TO THE
UNIVERSITY OF CALIFORNIA, MERCED

a maximum of \$500,000 either monthly or a lump sum payment as determined by SCJISD, subject to

any credits or offsets from grants, or other subventions, and subject to any pro rations or offsets pursuant

to section 4 (Term and Termination) of this MOU. The specific annual fee, and related provisions

inconsistent with the provisions of the MOU.

Data exchanged by the Parties pursuant to the terms of the MOU. The confidentiality requirements under this paragraph shall survive the termination or expiration of the MOU or any subsequent MOU intended to supersede the MOU.

AGREEMENT GOVERNING THE RELEASE OF PERSONALLY IDENTIFIABLE STUDENT INFORMATION BY THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT TO THE UNIVERSITY OF CALIFORNIA, MERCED

B. **Amendment.** The MOU may be amended only by written agreement approved by the Parties. Non-substantive revisions may be made to the MOU upon approval by the Superintendent and UCM CEP

C. **Waiver.** Any waiver by any Party of the violation of any provision of the MOU shall not ~~be a defense to~~ ~~any action for subsequent violations of the MOU~~

D. **Severability.** If any provision of the MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of the MOU such provision shall be fully severable. All remaining provisions shall remain in full force and effect.

E. **Execution.** Each of the persons signing the MOU on behalf of a Party represents that he or she has authority to sign on behalf of and to bind such Party.

F. ~~Counterparts. Copies. The MOU may be executed in counterparts, each of which shall be~~

deemed an original and which together shall constitute one and the same document. Copies of signatures shall have the same force and effect as original signatures.

G. **Notices.** Any and all notices or other communications required or permitted to be given under any of the provisions of the MOU shall be in writing and shall be deemed to have ~~been~~ ~~delivered~~ ~~personally delivered~~ or mailed by first class registered mail, return