AGENDA
MEETING OF THE CITY/SCHOOL 2X2 COMMITTEE
April 30, 2019
5:30 p.m.
City Hall
1110 West Capitol Avenue
Room 238
WEST SACRAMENTO, CALIFORNIA

1. ROLL CALL

ANYONE WISHING TO ADDRESS THE COMMITTEE SHOULD FILL OUT THE
"REQUEST TO SPEAK" FORM AND PRESENT SAME TO THE CLERK

2. PRESENTATIONS BY THE PUBLIC ON MATTERS NOT ON THE AGENDA WITHIN THE SUBJECT MATTER
JURISDICTION OF THE COMMITTEE

3. HOME RUN DATA SHARING AGREEMENT

4. WUSD-CITY DRAFT POLICY DOCUMENT

5. GOVERNOR’S BUDGET & OPPORTUNITY ZONES (DISCUSSION ONLY)

6. OTHER BUSINESS

The meeting will be held in the West Sacramento City Hall, 1110 West Capitol Avenue, Room 238, West
Sacramento, California.

I declare under penalty of perjury that the foregoing agenda for the April 30, 2019, meeting of the
City/School 2x2 Committee was posted April 25, 2019, in the office of the City Clerk, 1110 West Capitol
Avenue, West Sacramento, California, and was available to the public during normal business hours.

Sandra Barcenas, Executive Assistant to the City Manager

West Sacramento is committed to providing full access to these proceedings.
Individuals with special needs may call (916) 617-4500.
CITY OF WEST SACRAMENTO & WASHINGTON UNIFIED SCHOOL DISTRICT

2x2 POLICY COMMITTEE

Purpose
The purpose of the City of West Sacramento (City)/Washington Unified School District (WUSD) 2x2 Committee is to facilitate communication and coordination between City and WUSD leadership on goals, issues, and opportunities of mutual interest to both legislative bodies. In general, topics for discussion will focus on seeking high level policy guidance related to common goals or initiatives and opportunities for joint advocacy. This committee is not empowered to make decisions on behalf of the entities its members represent; it has been established only for purposes of providing information and seeking policy feedback.

Composition and Selection of Members
Committee membership consists of two members of the City Council and two WUSD Board Trustees. Members are appointed in January of odd numbered years by the Mayor and WUSD Board President.

Meeting Schedule and Location
The City-WUSD 2x2 meetings are generally held bi-monthly, although their frequency may vary depending on the need for policy guidance and the availability of committee members. The meeting location typically alternates between City Hall and the WUSD District Office, with a representative of the host agency presiding over the meeting and the preparation of agenda materials. The meetings are open to the public with notice of meeting date, time, and location provided in advance.

Agenda Preparation
City-WUSD 2x2 agendas are prepared through the coordination of the West Sacramento City Manager and the WUSD Superintendent. At least two weeks prior to each 2x2 meeting, a designated staff representative of the agency hosting the meeting sends a draft agenda and a request to add other items to a designated staff representative of the other agency. Agenda items may be raised by the staff or elected representatives of each agency in the manner consistent with that agency’s process for placing items on regular City Council or Board agendas, but the City Manager and Superintendent review and mutually approve all agenda items.

Agenda Item Guidance
Meeting agenda items should relate to the purpose of the City-WUSD 2x2 and seek feedback and guidance on policy issues of common interest or relevance to both the City and WUSD, including programs or initiatives at their formative stage and state or federal-level joint advocacy opportunities. At the beginning of each term, staff shall propose a list of potential topics under which related items will be brought to the 2x2 for consideration. The list of potential topics for each item shall be approved by the 2x2 and the approved list will be included as an attachment to this policy. Items may be added, revised, or removed as needed.
ATTACHMENT 1

2019-2020 Potential Topics

- **West Sacramento Home Run Program:**
  WUSD is the City’s key partner in the Home Run Program. Policy guidance from the 2x2 will be needed to fully implement certain components of the program, including finalization of a data sharing agreement, expansion of student internship opportunities in alignment with WUSD’s career pathways, and long-term program evaluation.

- **FY 2019-20 State Budget/Funding Opportunities:**
  Governor Newsom’s FY 2019-20 budget includes several funding proposals that could be of mutual interest to the City and WUSD. The 2x2 is an appropriate forum to coordinate a joint strategy to best position WUSD and City programs to benefit from the Governor’s budget proposals.

- **Potential Amendments to City-WUSD Joint Use Facilities Agreement:**
  The City’s new Parks, Recreation and Open Space Master Plan and the pending repositioning of certain WUSD facilities and properties present partnership opportunities for the improvement and recreational reuse of those assets. Implementing these opportunities will require revisions to the Joint Use Agreement between the City and WUSD, which would be reviewed by the 2x2.

- **Expansion of After-School Childcare:**
  Guidance from the 2x2 may be requested as WUSD and City staff evaluate and consider expansion of the after-school childcare options currently offered at WUSD schools.
AGREEMENT GOVERNING RELEASE OF PERSONALLY IDENTIFIABLE STUDENT INFORMATION BY THE WASHINGTON UNIFIED SCHOOL DISTRICT FOR THE PURPOSE OF EVALUATING SUCCESS OF WASHINGTON UNIFIED SCHOOL DISTRICT STUDENTS PARTICIPATING IN THE WEST SACRAMENTO HOME RUN

This Memorandum of Understanding ("Agreement"), dated XXXX X, 2019, states the conditions under which the Washington Unified School District (hereinafter referred to as "WUSD" or "District") will partner with the City of West Sacramento (hereinafter referred to as "COWS" or "The City") on the West Sacramento Home Run ("WSHR"), including the High Quality Preschool, College Savings Account ("CSA"). Paid Internships, Digital Badging, College Scholarship, and College Promise Programs of the West Sacramento Home Run. Further, WUSD will exchange personally identifiable student information ("Data") with the City, for the purpose of conducting studies and program evaluation in order to administer student aid programs and improve instruction 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.). -The City and WUSD are collectively referred to as the "Parties" and each of them individually as "Party".

PREAMBLE

WHEREAS, COWS voters passed Measure E, a 0.25 percent transactions and use tax, to fund City services including, but not limited to, improving education and career opportunities for youth; and

WHEREAS, COWS City Council ("Council") approved Measure E funding targets for a funding framework governing the improving education and career opportunities for youth component of Measure E, previously known as the Kids’ Home Run and now rebranded as the West Sacramento Home Run; and

WHEREAS, the PartiesCity desires to support enrollment in WUSD kindergartens, CTE Pathways, Paid Internships, Digital Badging and enrollment in Community College, and thereby create a college going culture in the City through the WSHR, with a result of higher rates of children going to and through college, and higher skill level and competencies in youth to prepare them for the 21st century workforce;

NOW, THEREFORE, the parties hereto, intending to be bound, do mutually agree as follows:

1. COWS agrees to provide:

   a. Contracting or hiring of Early Learning Specialists to perform classroom assessments, observations, training, and coaching to certify high quality preschools within the city limits, with the goal of ensuring every resident four year old has access to affordable, high quality preschool;
   b. A $50 “seed deposit” for eligible WSHR CSA participants, which will be transferred into the participant-created individual 529 account from the city-owned entity account along with any interest earned from those $50 when participants request withdrawal of $50, for eligible expenses;
   c. Marketing and promotion for application workshops to facilitate recruitment of eligible participants;
   d. Reports to eligible WSHR CSA participants that matches the balance of their individual 529 accounts with the $50 city-provided seed deposit and any interest generated from the seed deposit in the city owned entity account;
   e. WUSD with the following Data to confirm the eligibility of WUSD students that have completed a Home Run certified preschool for the Home Run CSA:
      i. First name
      ii. Middle name
      iii. Last name
      iv. Date of birth
v. Address

2. WUSD agrees to provide:
   a. Marketing and promotion for application workshops with the City to facilitate recruitment of
      eligible participants;
   b. The City with the following Data on the students who have completed Home Run certified
      preschools, to confirm their eligibility for the Home Run CSA by confirming that they are
      enrolled in a WUSD kindergarten:
      i. First name
      ii. Middle name
      iii. Last name
      iv. Date of birth
      v. Address
      vi. Elementary school
   c. The City with the following Data related to the Home Run eligible students that were previously
      provided to WUSD by City (whether participating in any of the six Home Run programs or not),
      in order for the Parties to evaluate if the WSHR increases the likelihood of eligible
      participants to enroll in an institution of higher education, pursue and obtain a career, and
      contribute to the local workforce:
      i. Course enrollment;
      ii. A-G and other course grades;
      iii. Internal Assessments and/or benchmarks;
      iv. California High School Exit Examination Data;
      v. GPA;
      vi. A-G total units;
      vii. A-G units by subject area;
      viii. __A-G Status;  
      ix. Application for and participation in Digital Badging
      x. Application for and participation in Paid Internships
      xi. SAT / ACT Registration;
      xii. SAT / ACT Scores;
      xiii. Application Information to Institutions of Higher Education;
      xiv. Admissions Information to Institutions of Higher Education;
      xv. Enrollment Plans to Institutions of Higher Education;

Purpose and Scope of Agreement

The City desires to work collaboratively with WUSD to improve the alignment of educational systems
and the coordination of resources to result in the increase of: the number of students enrolling in a WUSD kindergarten
who complete preschool at a Home Run certified preschool, increase the number of eligible WUSD kindergarteners
enrolled in the WSHR CSA and the number of eligible WUSD kindergarteners enrolled in the WSHR CSA program
that attend and complete Community College and other postsecondary institutions. The City also desires to increase
the number of WUSD students who enroll in and complete CTE Pathways courses, are eligible for, apply for, and
complete paid internships, and are eligible for, apply for, complete, and are awarded Digital Badges.

This effort is intended to develop mechanisms for the City and WUSD to jointly conduct a study regarding the effectiveness of the WSHR CSA program. In order to conduct the study, the
Parties agree to exchange student Data exchanges to guide continuous improvements and longitudinal evaluation of
WUSD participants in the City’s WSHR. The study will be limited to the information listed in Paragraph 2, part (c)
for kindergarteners who have completed a Home Run certified preschool, and last for a maximum of thirteen years
after the exchange of Data.
An annual report will be presented to the WUSD Board of Education and COWS Council. The information from the annual report will assist WUSD in improving its educational programs.

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 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)(I)(F); See, accord, California Education Code §49076(a)(2)(E).)

The FERPA implementing regulations at 34 CFR §99.31(a)(6) allows schools to disclose student records, without parental or student consent, to "organizations conducting certain studies for or on behalf” of the school (the "studies 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, the Parties agree to the following disclosures, subject to the terms and conditions of this Agreement.

WUSD will disclose the following Data to COWS for kindergarteners entering the Washington Unified School District who have completed a Home Run certified preschool as defined by the City:

- First name;
- Middle name;
- Last name;
- Date of birth;
- Address;
- Elementary School

WUSD will disclose the following Data to COWS on Home Run eligible students that were previously provided to WUSD (whether participating in the WSHR or not) by the City, in order for COWS to evaluate if the WSHR increases the likelihood of eligible participants to enroll in an institution of higher education:

i. Course enrollment;
ii. A – GA-G and other course grades;
iii. Internal Assessments and / or benchmarks;
iv. California High School Exit Examination Data;
v. GPA;
vi. A-G total units;
vii. A-G units by subject area;
vi. A-G Status;
xvii. Application for and participation in Digital Badging
xviii. Application for and participation in Paid Internships

Agreement governing release of personally identifiable student information between
The City of West Sacramento and the Washington Unified School District

March X, 2019
I. ROLES AND RESPONSIBILITIES OF THE PARTIES

A. COWS and WUSD

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, including operation of the six programs of the WSHR, and WUSD and COWS 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 receive 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(a)(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(a)(6)(iii)(C)(4) and §99.35(b)(2), the Parties agree that upon the occurrence of an event which 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 re-disclose 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, Gram-Leach-Bliley Act with subsequent "Privacy" and "Safeguards" rulings, and the Information Practices Act of 1977, as amended.

9. 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.

10. The Parties agree that each will have the right to conduct an annual audit or monitor activities of any employee’s, contractor’s, and agent’s policies, procedures, and systems for purposes of protecting personally identifiable information of students and their families and to verify that proper disclosure avoidance techniques have been used.

11. 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 34 CFR §99.31. 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, CWS The Parties, and its employees, contractors, and agents, will conduct the study in a manner that does not permit the personal identification of parents and students by anyone other than Qualified Personnel or other representatives of the Parties with legitimate interests, in accordance with 34 CFR § 99.31(a)(6)(iii)(A). The Parties shall take steps to maintain the confidentiality of all personally identifiable information at all stages of the study, including within the final report.

12. 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 re-disclosing student education records, or personally identifiable 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.

13. 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.

14. 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.

II. CONFIDENTIALITY

A. Confidentiality. The Parties to this Agreement shall maintain the confidentiality of all Data exchanged by each 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 Agreement. 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 re-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 of disclosure; and,

v. 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 fifteen years.

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.