

**K-12 DATA SHARING AND SERVICES PARTNERSHIP AGREEMENT**

**THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES**

*On behalf of:*

The California College Guidance Initiative

**And**

**[INSERT] DISTRICT**

*Agreement No. [FCCC will enter]*

This K-12 Data Sharing and Services Partnership Agreement (“Agreement”) is entered into by and between the Foundation for California Community Colleges, a nonprofit 501(c)(3) organization (“Foundation”), on behalf of the California College Guidance Initiative (“CCGI”), and the **[INSERT] DISTRICT** (“Local Educational Agency” or “LEA”), collectively (“Parties”) to set forth the roles and responsibilities of the Parties related to LEA’s uploading of its students’ Education Records to [www.CaliforniaColleges.edu](http://www.CaliforniaColleges.edu) (“CaliforniaColleges Website”) and Foundation’s provision of account support services on the CaliforniaColleges Website, the state of California’s official college and career planning platform. The Parties understand and intend that CCGI be designated as an outsourced provider of institutional services and a “school official” with legitimate educational interests in such Educational Records as described in 34 C.F.R. 99.31(a).

**I. DEFINITIONS**

The following capitalized terms when used in this Agreement shall have the meanings ascribed to them respectively, in this Definitions section, unless such term is otherwise expressly defined in this Agreement.

“**Agreement**” shall have the meaning set forth in the preamble above and includes all linked addenda, schedules, and other attachments hereto (see below), as each may be amended from time to time to align CCGI’s practices with California state policy, institutional policies of the public college systems in California and the California Student Aid Commission, and to update improvements in CCGI’s security practices. Amendments to the addenda, schedules, and other attachments linked below will only take effect upon thirty (30) days’ notice to LEA. Should there be any conflict between the terms of this K-12 Data Sharing and Services Partnership Agreement and any other terms linked below, this K-12 Data Sharing and Services Partnership Agreement shall take precedence, any other conflicts shall follow the following order of precedence: (1) Terms and Conditions of Partnership, (2) Data Privacy and Security Addendum, (3) Data File Specifications, available at <https://www.cacollegeguidance.org/tcp/>. The Data File Specifications provide instructions for uploading Student Data onto the California Colleges Website.

[Terms and Conditions of Partnership](#)  
[Data Privacy and Security Addendum](#)  
[Data File Specifications](#)

“**CaliforniaColleges Website**” shall mean the website located at [www.CaliforniaColleges.edu](http://www.CaliforniaColleges.edu). The Foundation is responsible for directly contracting and compensating a third-party technology vendor (“Vendor”) for the continued operation and maintenance of [www.CaliforniaColleges.edu](http://www.CaliforniaColleges.edu) under a separate agreement. Information describing the current Vendor can be found in the **Data Privacy and Security Addendum**, which is incorporated by reference. This definition shall also include any successor website performing the same function as [www.CaliforniaColleges.edu](http://www.CaliforniaColleges.edu).

“**Education Record**” shall have the meaning as set forth in 34 CFR §99.3 or under applicable state law. Education Records are those records that directly relate to a student and are maintained by an education agency or institution or by

Data Sharing and Services Agreement

Agreement No. XXXXXXXX

a party acting for the agency or institution. The term Education Record shall not include records that are otherwise excluded under 34 CFR §99.3 or applicable state laws.

“**Student Data**” shall mean any information (a) contained in a student's Education Record maintained by or for the LEA and provided to the CaliforniaColleges Website by an employee or agent of the LEA; or (b) acquired directly from a student or parent/legal guardian of the student through the use of the CaliforniaColleges Website, as assigned to the student or parent/legal guardian by LEA. Student Data does not include information created by a student, including, but not limited to: college lists, career assessment results, portfolios, creative writing, photographs, and account information that enables ongoing ownership of that information which is governed by CaliforniaColleges Website privacy policy.

## II. **TERM AND TERMINATION**

**A. Term.** This Agreement will be deemed to be effective as of the date the Agreement is fully executed by all signatories to the Agreement and will continue until terminated by either Party. No fees will be assessed under this Agreement while CCGI continues to be the provider of operational tools for the State of California.

**B. Termination for Convenience.** The Parties shall have the right to terminate this Agreement for any reason or no reason, without penalty, at any time by providing the other with written notice of termination in accordance with Section V of this Agreement at least sixty (60) calendar days in advance of the Termination Date. However, it is mutually understood and agreed that if the Foundation does not receive sufficient funding from the State of California to provide the Services described in this Agreement, Foundation may without penalty, terminate this Agreement by providing LEA with written notice of termination in accordance with Section V of this Agreement at least forty-five (45) calendar days in advance of the Termination Date.

## III. **DISTRICT RESPONSIBILITIES**

### **A. Data Sharing**

1. LEA shall comply with all applicable federal and state laws regarding privacy and security of Education Records and Student Data, including but not limited to those identified and discussed in the **Data Privacy and Security Addendum** attached at <https://www.cacollegeguidance.org/tcp/> and hereby incorporated by reference.
2. LEA shall upload course catalog files at least once a year to enable the use of academic planning tools by a student planning coursework at a high school operated by LEA.
3. LEA agrees to verify accuracy of courses entered by LEA into the University of California (“UC”) Course Management Portal (“CMP”) at the UC Office of the President.
4. LEA agrees to upload Education Records, in accordance with the **Data File Specifications**, attached at <https://www.cacollegeguidance.org/tcp/>, and hereby incorporated by reference. In alignment with state policy and/or to evolve functionality that serves students in the planning for and transition to college, the Data File Specifications may be iterated over time and additional optional fields may be added to the Data File Specifications. LEA data may be submitted via sFTP or an API if available.
  - a. LEA agrees to provide a centralized upload (not school site by school site) of Education Records from the local Student Information System (“SIS”) into the CaliforniaColleges Website or an FTP server, both hosted by Amazon Web Services, using a standard data format with naming conventions and using a pre-defined protocol. If CCGI has an API integration with LEA’s SIS provider, data may alternatively be shared via said API.

### **B. Implementation**

1. LEA shall make staff, appropriate technology resources, and space available for ongoing professional development and user support.
2. LEA agrees to collaborate with Foundation staff to provide both individual user experience and technical feedback in order to improve implementation for all users.

3. LEA agrees to identify a point of contact to (1) assist the Foundation during implementation phase; and (2) navigate or immediately report any issues regarding availability of the CaliforniaColleges Website.
4. LEA is responsible for identifying and maintaining which educators at the LEA are provided accounts on the California Colleges Website. To do so LEA is responsible for compliance with Section I of the Terms and Conditions of Partnership, “Educator Account Creation, Authorization, and Maintenance” attached at <https://www.cacollegeguidance.org/tcp/> and hereby incorporated by reference.

#### **IV. FOUNDATION RESPONSIBILITIES**

**A. Technical and Service Level Support.** The CaliforniaColleges Website is operated and maintained by Vendor. Service level support for the CaliforniaColleges Website is provided directly by Vendor. LEA should reach out to [operations@californiacolleges.edu](mailto:operations@californiacolleges.edu) in order to facilitate communication with Vendor regarding technical issues with CaliforniaColleges Website.

**B. Fees and Payments for Services.** Foundation will provide the Services under this Agreement to LEA free of charge while Foundation continues to receive funding from the State of California. In the event that funding from the State of California is not sustained in future years, the Parties understand that the Foundation may assess and charge a fee for services provided to the LEA. In the event a fee is assessed, this Agreement will be amended, in writing, to affect that arrangement. Foundation shall provide LEA with a 45-day notice if funding from the State of California is reduced or discontinued.

**C. Scope of Services.** “Services” means the services and support offered by Foundation under this Agreement or on the CaliforniaColleges Website.

1. Foundation shall provide the necessary support for the integration of Education Records and Student Data into individual student accounts on the CaliforniaColleges Website. Foundation agrees to cooperate with representatives from the LEA to ensure the data is properly uploaded in accordance with the requirements and instructions as more fully set forth and incorporated herein as **Data File Specification** available at <https://www.cacollegeguidance.org/tcp/> to this Agreement.
2. CCGI shall maintain and process Education Records and Student Data on behalf of the LEA in a manner that meets the standards of the California Community Colleges, California State University (“CSU”), California Student Aid Commission (“CSAC”), and UC systems for verified transcript data.
3. Foundation will provide an audit report of LEA’s a-g course listings in the UC CMP database to identify discrepancies. Foundation agrees to provide technical assistance, guidance, and support to LEA staff for purposes of reconciliation of any identified discrepancies.
4. Foundation shall provide access to CSU and UC eligibility analyses, both individual student reports and aggregate tracking and reporting capability for counselors.
5. Foundation shall provide students with the ability to launch their application to the California Community Colleges using the CCCApply platform in a manner that tracks submission on the CaliforniaColleges Website.
6. Foundation shall provide students with the ability to auto-populate applications for admission to all CSU campuses with course data from their individual account on the CaliforniaColleges Website, when such data matches to the CMP at the UC Office of the President, and which enables students, their parent/guardian, educators in their school, and LEA to track application submission.
7. Foundation shall provide students with the ability to launch their application for admission to the UC using the UC application in a manner that tracks submission on the CaliforniaColleges Website. Additionally, beginning fall of 2024, students will have the ability to auto-populate course data into their UC application.
8. Foundation shall provide students with the ability to initiate their Free Application for Federal Student Aid (“FAFSA”) from within the CaliforniaColleges.edu, in a manner that allows students, their parent/guardian, educators at their school site, and LEA to track the launch of this application and

which enables CCGI to provide CSAC with information that supports the Cal-grant eligibility determination process.

9. Foundation shall provide students with the ability to launch additional college and financial aid applications, as they may become available, as additional institutions develop articulation agreements with CCGI.
10. Foundation shall provide the following support for LEA:
  - a) Technical assistance to support alignment between LEA's a-g course list in the UC CMP and the LEA SIS.
  - b) Training opportunities.
  - c) Implementation planning and support for strategic goal setting.
  - d) User support to respond to student, educator, or parent/guardian questions or other inquiries.

**V. NOTICE**

Any request, notice or other communication by either Party shall be given in writing and shall be deemed given when actually delivered physically or via electronic mail to the addresses specified below:

**CCGI:**  
Name: Contracts Manager  
Email: [ccgicontracts@californiacolleges.edu](mailto:ccgicontracts@californiacolleges.edu)  
Mailing Address:  
 Foundation for California Community Colleges  
 1102 Q Street, Suite 4800  
 Sacramento, CA 95811

**LEA:**  
Name:  
Email:  
Mailing Address:

**THE PARTIES HEREBY EXECUTE THIS AGREEMENT**

<b>[INSERT]</b>	<b>FOUNDATION/CCGI</b>
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____