

Board Office Use: Legislative File Info.	
File ID Number	22-0143
Introduction Date	2/9/22
Enactment Number	22-0191
Enactment Date	2-9-2022 CJH



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Juan Du, Executive Director, Research, Assessment and Data (RAD)

Board Meeting Date February 9, 2022

Subject Collaboration and Data Sharing Agreement
Researcher and Organization: Byron V. Garrett, Equal Opportunity Schools
Services For: Skyline High School and Life Academy of Health and Biosciences

Ask of the Board Ratification by the Board of Education of a Collaboration Agreement and Data Sharing Agreement by and between the District and Equal Opportunity Schools (EOS), Seattle, Washington for the latter to help school leaders identify and enroll historically underrepresented students of color and low-income students who can succeed in Advanced Placement, International Baccalaureate, or Cambridge Assessment International Education courses (“AP/IB”), for the period of July 21, 2021 through June 30, 2022, at no cost to the District.

Background Equal Opportunity Schools’ (EOS) mission is to ensure that students of color and low-income students have equitable access to America’s most academically intense high school programs and succeed at the highest levels. By utilizing district-collected student-level data alongside student and staff survey data, they will identify student potential in AP/IB/AICE courses which will be used to increase the diversity of student enrollment in these courses. Student-level data sharing is required for EOS to be able to provide this free service to the district. This is an extension of services rendered in the 2020-21 school year.

Competitively Bid Was this contract competitively bid? N/A

Fiscal Impact Funding resource(s): No Fiscal Impact

Attachments Collaboration Agreement
Data Sharing Agreement 2021-2022



COLLABORATION AGREEMENT

Between

Oakland Unified School District

And



**EQUAL
OPPORTUNITY
SCHOOLS**

1. PARTIES

This Collaboration Agreement (this “Agreement”), effective as of July 1st, 2021 (the “Effective Date”), is by and between Equal Opportunity Schools, a Washington non-profit corporation, with an address at 5601 6th Ave S #258, Seattle, WA 98108 (“EOS”), and Oakland Unified School District, with an address at 1000 Broadway, Ste 440, Oakland, CA 94607 (the “District”). EOS and the District may be referred together collectively herein as the “Collaborators”.

2. COLLABORATION PURPOSE AND OBJECTIVES



COLLABORATION AGREEMENT

Oakland Unified School District and Equal Opportunity Schools



The mission of EOS is to ensure that students of color and low-income students have equitable access to America's most academically intense high school programs and succeed at the highest levels. We focus on challenging high school courses, with a focus on Advanced Placement ("AP"), International Baccalaureate ("IB") courses, and Advanced International Certificate of Education ("AICE) courses (sometimes referred to as "college-ready courses"), because the academic intensity of the high school curriculum is the biggest driver of college completion. We help school leaders identify and enroll historically underrepresented students of color and low-income students who can succeed in Advanced Placement, International Baccalaureate, or Advanced International Certificate of Education courses ("AP/IB/AICE") but are not yet enrolled in AP/IB/AICE for systemic reasons related to race or socioeconomic.

The District has demonstrated its commitment to improving the quality of educational opportunity and achievement for students in its previous commitments to Equal Opportunity Schools.

Building on the District's progress and experience and EOS' expertise in establishing equity in AP/IB/AICE, EOS and the District jointly commit to the study on behalf of the District, as outlined below, for the improvement of instruction with these objectives (the "Collaboration Objectives"):

- a. **Maintain closure of) race and income participation gaps and/or increase participation rates in AP/IB/AICE by fall 2022**, as measured by equally high AP/IB/AICE participation rates for students of all races and income levels.
- b. **Support students' successful AP/IB/AICE performance**, as measured by AP/IB/AICE grades, exam-taking rates and exam passing.
- c. **Cultivate positive experiences of belonging and support in AP/IB/AICE** for historically underrepresented students of color and low-income students through improved District systems and structures, contributing to sustained results in future years and further increases in college readiness and closure of opportunity and achievement gaps.

The purpose of this Agreement is to formalize and facilitate the collaboration between the parties and to pursue these objectives on behalf of the District as set forth in this Agreement, with key implementation to occur during the 2021-2022 school year(s) (the "Collaboration"). The Collaborators agree to the Collaboration Overview, set forth in Exhibit A, which provides a generalized framework of the Collaboration, and which the parties may agree to update from time-to-time upon prior written agreement.

3. COSTS & PAYMENTS

- a. The District shall pay EOS as follows:



COLLABORATION AGREEMENT
Oakland Unified School District and Equal Opportunity Schools



<u>Action for Equity Partner Schools and Program</u>	School Year	Cost per school	Google STEM Subsidy per School	District cost
Experience Success \$24,400/school/year				
Skyline High School (AP) Life Academy of Health and Bioscience (AP)	2021-2022	\$0.00	\$24,400	\$0.00
Total Due to Equal Opportunity Schools for School Year			2021-2022	\$0.00

- b. **DISTRICT COSTS:** The cost of EOS's services are listed in the table above and have been fully subsidized, leaving no cost to the district.
- c. **TRAVEL COSTS:** There will be no travel for program delivery, and no costs billed.
- d. **QUESTIONS REGARDING COSTS:** EOS' District Finance Contact, Catherine Weisweaver, (catherine@eoschools.org) will coordinate all accounting matters and expense reimbursements.
- e. Except as otherwise expressly set forth in this Agreement, each party will bear its own costs and expenses, including costs for staff time and technology maintenance, in connection with the activities to be performed under this Agreement.

4. EACH PARTY'S OBLIGATIONS.

Each of the Collaborators has identified the following conditions, which must be met by the other Collaborator in order for this Collaboration to be meaningful and productive.

- a. The District requires:
 1. On-going, candid communication and feedback loops that provide early opportunities to make adjustments where needed.
 2. High-quality EOS staff who effectively assist schools to achieve Collaboration Objectives.
 3. Integrating services into current District practices such that the Collaboration serves to optimize existing structures and processes.
 4. EOS help in building internal capacity and sustainability among the District office administrators, as well as school leaders and staff to continue such District personnel's improvement efforts beyond the timeframe of the Collaboration.



COLLABORATION AGREEMENT

Oakland Unified School District and Equal Opportunity Schools



b. EOS requires:

1. Commitment from the District's Superintendent and other key District leaders (i.e. Assistant Superintendents and Directors) to provide full executive and implementation support to this Collaboration, including but not limited to: leadership, advocacy, support and accountability for the schools to meet the Objectives, and provision of necessary financial resources.
2. Full and willing participation from all participating school sites in analyzing data and engaging the school staff in finding and enrolling historically underrepresented students of color and low-income students and supporting students' successful AP/IB/AICE performance.
3. Participation as needed by the District's data liaison for joint inquiry and analysis.
4. The District's willing participation in joint research and evaluation efforts for the Collaboration for the duration of this Agreement, including, but not limited to, maintaining a subscription to or authorizing EOS access to the District's National Student Clearinghouse data, which provides each school's college completion information to the District.

5. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY.

EOS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

IN NO EVENT SHALL EOS BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY AND ALL DAMAGES FOR INTERRUPTION, OR LOSS OF INFORMATION OR DATA, WHETHER ARISING IN CONTRACT OR IN TORT, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, DISCLOSED OR NOT DISCLOSED, ARISING FROM EOS' PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. IN NO EVENT WILL EOS BE LIABLE TO DISTRICT FOR ANY AMOUNT BEYOND THE AMOUNT DISTRICT HAS PAID EOS UNDER THIS AGREEMENT.

6. CONFIDENTIALITY OBLIGATIONS.

The Collaborators shall comply with all federal, state, local and other applicable law, rules and regulations, including, without limitation, FERPA (defined in Exhibit B) (collectively, "Applicable Laws"). EOS shall comply with the Confidentiality Obligations outlined in Exhibit B with regard to confidential student and parent information. Each Collaborator shall be responsible for compliance with all Applicable Laws and confidentiality obligations with respect to information in its possession and data provided by the other Collaborator. Details on handling of Confidential Information are set forth in Exhibit B.

7. DATA SHARING FOR ONGOING STUDY & INSTRUCTIONAL IMPROVEMENT

- a. Collaborators have executed a separate Data Sharing Agreement that shall govern the District's disclosure, and EOS's protection, of District data files. To the extent any of the provisions in this



COLLABORATION AGREEMENT

Oakland Unified School District and Equal Opportunity Schools



Collaboration Agreement contradict those set forth in the Data Sharing Agreement, the Data Sharing Agreement shall govern. Agreement is attached as Exhibit C.

- b. For a period commencing on the Effective Date and lasting through the term of this Agreement, the District will, on a regular basis (if requested), provide EOS with data files (current and historic) containing the information contained in the Data Sharing Agreement for all students who are in any high school listed in the Costs & Payments section of this and any other active Agreement between the Collaborators (the “Data Sets”). The specific record and file formats of the Data Sets shall be as set forth in the Data Sharing Agreement or as otherwise negotiated in good faith between the representatives of each party. The obligations set forth in this paragraph and in the Data Sharing Agreement will survive the termination of this Agreement and remain binding upon the parties. Subject to applicable law, including FERPA, content of the Data Sets may also include other specified education records mutually agreed upon by the parties to be necessary and appropriate for the objectives of this Agreement and for the purpose of studies to be conducted under this Agreement.
- c. EOS shall use the Data Sets received from the District only to meet the purposes of the Collaboration as described in this Agreement.
- d. EOS may publish de-identified, aggregated data. In each instance, EOS shall take appropriate steps not to disclose any personally identifiable information. For example, EOS may produce reports for the District and other school districts participating in similar programs to review based on aggregated data that has been sufficiently de-identified through removing or suppressing identifiable information in order to minimize the risk of re-identification through combination with other information linked to a specific individual.
- e. EOS may enter certain information, including personally identifiable information, into its proprietary Software as a Service (SAS) platform that is hosted by box.com in order to fulfill its obligations under this Agreement.
- f. From time to time, EOS and the District may mutually agree in writing to enter into a collaboration with a third party. Such collaboration may involve the sharing of the Data Sets, or a subset thereof, with such third party. EOS and the District may attach to this Agreement an Exhibit setting forth the name of the third party, a description of the collaboration, each party’s respective role in the collaboration, and any other terms and conditions related to the third-party collaboration.

8. INSURANCE.

During the Term of this Agreement, EOS shall maintain insurance according to the District’s contracting regulations, as shown in Exhibit D.

9. TERM; TERMINATION.

- a. **Term.** The Term of this Agreement shall be from the Effective Date and continue until June 30, 2022 or until the Agreement is terminated as set forth below (the “Term”).



COLLABORATION AGREEMENT

Oakland Unified School District and Equal Opportunity Schools



- b. **Termination.** This Agreement may be terminated at any time by either party upon sixty (60) days' prior written notice to the other party.
- c. **Effects of Termination.** Upon termination of this Agreement by a party, District shall have no further obligation to provide data described hereunder to EOS or any third party, and EOS shall have no further obligation to provide studies, reports, analysis and other materials to District or any third party under this Agreement. However, the parties agree that EOS shall have the right to retain any data shared with EOS pursuant to this Agreement and use such data solely in accordance with the terms of this Agreement.
- d. **Survival.** In addition to those provisions which, by their express terms, survive the expiration or termination of this Agreement, the following provisions shall survive any such expiration or termination: Sections 5, 7, 8, 9(d) and 10 through 15, inclusive.

10. ENTIRE AGREEMENT.

This Agreement (and its Exhibits) constitute the entire agreement between the parties regarding the subject matter hereof and supersede all previous or contemporaneous agreements, negotiations and commitments (written or oral) between the parties related to the subject matter hereof.

11. NO PARTNERSHIP OR JOINT VENTURE.

Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto or constitute any party the agent of the others. No party shall hold itself out contrary to the terms of this Section 11 and no party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

12. MODIFICATIONS; NO WAIVER.

No term of this Agreement may be amended or modified except upon written agreement of the parties. Failure by a party to insist upon strict compliance with any term of this Agreement in any one or more instances will not be deemed to be a waiver of its rights to insist upon such strict compliance with respect to any subsequent failure. No waiver shall be effective unless in writing and signed by the party waiving compliance.

13. SEVERABILITY; ENFORCEABILITY.

If any provision of this Agreement shall be deemed prohibited, unenforceable, or invalid, such provision shall be ineffective to the extent of such prohibition, unenforceability, or invalidity without invalidating or affecting the remaining provisions of this Agreement. If any provision of this Agreement shall be held



COLLABORATION AGREEMENT

Oakland Unified School District and Equal Opportunity Schools



by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14. GOVERNING LAW; JURISDICTION.

This Agreement shall be construed in accordance with the laws of the State of California, without regard to its conflicts-of-laws principles. The parties expressly consent to the exclusive jurisdiction and venue of the State of California; any claims, actions or other matters respecting this Agreement shall be brought only in the federal or state courts of the State of California.

15. NOTICES.

All notices required under this Agreement shall be deemed to be properly served if set forth in writing and (1) physically delivered in person or by overnight courier delivery, (2) sent by first class registered or certified mail, postage prepaid and return receipt requested, or (3) transmitted by email followed with overnight courier delivery, to the addresses below, or to any other addresses which the parties designate in writing for such purpose. Notices sent in this manner shall be effective upon actual receipt, except for notices sent by registered mail, which shall be effective five (5) business days after the postmark.

If to EOS: Attention: Dolores Caamano
Address: 5601 Sixth Avenue South, Suite 258, Seattle, WA 98108 Email
address: dolores@eoschools.org

If to District: Attention: Josh Daniels
Address: 1000 Broadway, Suite 300, Oakland, CA 94607 Email
address: ousdlegal@ousd.org

16. COUNTERPARTS.

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signature pages delivered by email as PDF files or other electronic signatures hereto shall be considered originals for purposes of this Agreement.

[Signature Page Follows]

SIGNATURES

The signatures below, by the authorized representative of each party to this Collaboration Agreement, signify the parties' agreement and commitment to the terms and conditions of the Collaboration Agreement.



COLLABORATION AGREEMENT Oakland Unified School District and Equal Opportunity Schools



Oakland Unified School District

For Equal Opportunity Schools

J Du

Sasha Rabkin

Sasha Rabkin (Dec 1, 2021 07:00 PST)

Signature

Signature

Juan Du

Sasha Rabkin

Name

Name

Executive Director, Dept of Research, Assessment
and Data

Interim President

Title

Title

12/22/2021

12/01/2021

Date

Date

Approved as to form by OUSD Staff
Attorney Lynn Wu 2/4/22

Lynn Wu

School District Accounts Payable Contact Information

n/a due to program or travel costs

Full Name

Email

Phone

Street Address

City, State

Zip Code

Purchase Order required for invoicing?
(circle one)

Yes

No

District Data Personnel Contact Information



COLLABORATION AGREEMENT

Oakland Unified School District and Equal Opportunity Schools



Full Name

Email

Phone

Exhibit A

COLLABORATION OVERVIEW

Listed below is the structure for accessing the expertise of EOS personnel, tools, and data to support the District's unique needs as it works to meet and/or sustain the Collaboration Objectives. This Collaboration Overview provides a generalized framework of the Collaboration but does not delineate every aspect of the Collaboration that the Collaborators are mutually responsible for implementing.

The Collaborators agree to the following schedule and responsibilities, and will meet to set specific dates and task ownership, following the Effective Date of this Agreement.

ACTION FOR EQUITY PHASE 2: EXPERIENCE SUCCESS

This pathway is designed to follow a previous EOS partnership focused on equity of access to advanced programs for historically underrepresented students of color and low-income students. By focusing on underrepresented student experience and success in this phase of partnership, as well as adult mindsets and practices, partners will continue and deepen their progress toward fully sustainable equity in advanced programs.

Experience Success is designed to give schools and Districts a similar level of support from EOS as they received in the initial phase of Collaboration, including EOS' full suite of data tools with new tools addressing underrepresented student experience and success, as well as the focused attention of an EOS Partnership Director or Manager. Schools will receive four (4) in-person visits, dependent on EOS and District COVID travel policies, from a dedicated Partnership Director or Manager over the course of the year to facilitate four Experience Success workshops of up to 3-hours. Schools will also receive webinars to provide school and District leaders with the strategic and project management capacity needed to ensure a high standard of implementation to meet the Collaboration Objectives.

Tools & Analysis: The following are the set of tools and analyses that the District and its schools can access through Action for Equity Phase 2: Experience Success.



COLLABORATION AGREEMENT Oakland Unified School District and Equal Opportunity Schools



Student Survey, Staff Survey & Staff Recommendations	The fall school-wide student survey and staff survey and recommendations serve as two of our seminal data collection tools and are required for the creation of most EOS products, including outreach lists, Student Insight cards, Equity Pathways reports and Support & Belonging Reports. EOS will remotely manage online survey
---	---



	administration by providing a series of updates on rates of survey completion and helping schools trouble shoot any technical problems that may arise.
Belonging Activations	With support from Stanford's PERTS team, EOS developed a set of questions and online activities that activate sense of belonging, one of the most significant non-cognitive factors shown to improve student academic performance. EOS will remotely manage their administration. The Student Belonging Activation is designed to help students feel like they belong in rigorous classes by assuring them that experiences of uncertainty and struggle are normal. The Staff Belonging Activation is structured to help school staff learn about the research and practices for supporting students' feelings of belonging in an academic setting.
AP/IB/AICE Student Experience Survey and Report	The Student Experience Survey and Report provides a year-end portrait of the quality of student experiences in AP/IB/AICE classes in a school. As AP/IB/AICE students complete their coursework, understanding their experience can help with sustainability planning for next school year's equity goal. The analysis provides strength areas and recommendations to improve the AP/IB/AICE experience. EOS will remotely manage the surveys and provide analysis and recommendations based on the results.
Equity Pathways Report	EOS will provide schools with the Equity Pathways Report, a comprehensive analysis of the student and staff survey responses combined with recommendations for sustaining equity and access in AP/IB/AICE coursework. The Equity Pathways report allows schools to unpack broad trends across different race and income groups as respects issues of access and success in AP/IB/AICE courses.
Support & Belonging Report	The Support & Belonging Report will provide schools concrete recommendations for building belonging-rich policies and practices that lead to students' success in AP/IB/AICE. The report draws on analysis of school-, student- and staff-level data surfaced through the fall surveys. It offers a deeper set of perspectives on how historically underrepresented students of color and low-income students are experiencing belonging in their classrooms, both in relationship to peers and to teachers. Available AP/IB/AICE supports are evaluated on their availability and usage by students, and students' top suggested reports are shared back, in service of creating stronger transitions into AP/IB/AICE for first-time takers and for current AP/IB/AICE students to thrive in their course experience.



Student Insight Cards	EOS will provide schools with Student Insight Cards for all 10 th and 11 th grade students on the Outreach Lists. Student Insight Cards are student level profiles that visually provide key insights into student interest, motivation, academic and performance assets, barriers, and trusted adults.
Outreach Lists	The Outreach List contains 10 th and 11 th grade students identified through EOS' proprietary model and relies on both student- and school-level characteristics to determine if a student could benefit from and succeed in AP/IB/AICE coursework at your high school. These lists can be used for planning student outreach and recruitment. A 9 th grade targeted students list is available upon request.
Outreach and Enrollment Tracking	The Outreach and Enrollment Tracker allows schools to execute against and track outreach activities that lead to equitable enrollment. Outreach data entered into the portal is analyzed in partnership with course request enrollment data to highlight outreach trends that impact equity.
Course Registration Enrollment Updates	EOS provides schools with enrollment updates during course registration that facilitate further strategy and action around student outreach.
Evaluation Tools	EOS will provide a variety of tools, including: (a) Data visuals of schools' AP/IB/AICE access reality compared to access for the previous school year, (b) Opportunity Charts showing enrollment for 11 th /12 th graders by race & segment, and (c) Enrollment Capacity Analyses showing course-level enrollment information.
Semester AP/IB/AICE Grade Analysis	EOS will analyze and present data visuals that compare semester grade performance to prior year semester grade performance in AP/IB/AICE courses.

Supports: The following are the set of EOS supports that will accompany the above described tools:

EOS Portal Access	The EOS Portal allows leaders within the EOS partner schools and districts to access real-time information such as Student Insight Cards, school Outreach Lists, and updates on Outreach and Enrollment tracking.
Live and On-Demand Webinar Training	EOS will host live and on-demand webinars to support successful implementation of the Collaboration. Topics will include portal refresher, advocacy and outreach best practices, outreach list walk-through/support, and outreach tracking.



COLLABORATION AGREEMENT Oakland Unified School District and Equal Opportunity Schools



Phone and Email Support	EOS staff will offer email/phone support, including discussion of EOS analyses and strategy support for any aspect of the partnership.
-------------------------	--

EOS SUPPORT

EOS' responsibilities will be performed by a team of EOS staff assigned to the District. Partnership Directors and Partnership Managers are responsible for managing client relationships and EOS deliverables, as well as providing project management, strategic planning (regarding the Collaboration), and coaching support to principals and District leadership. The Partnership Director or Manager assigned to the District will serve as a dedicated, strategic thought partner and project manager throughout implementation, and will monitor and track progress during and in-between in-person visits over the course of the year. Additional EOS staff supporting the District may include Regional or Managing Partnership Directors, Data Management Specialists, and Customer Support Specialists.

District Partnership Director and Manager

- School/district leadership/coaching experience
- Experience with AP/IB/AICE gaps-closed schools/strategies and access to a national portfolio of best practices
- 2-business day response time, and available for phone/email/webinar check-ins as requested

Other Key Sources of Expertise Provided by EOS:

- An internal EOS community of practice provides that each Partnership Director and Manager is accessing for their clients' benefit the learnings and best practices among the EOS portfolio of ~630 school & ~210 district partnerships in various contexts around the country.
- EOS teams of analysts serve as experts for EOS tools and analytics capabilities, effectiveness and learning, and the EOS Portal, a large scale, custom-built EOS database that facilitates efficient and on-demand delivery of EOS tools.
- Supervising Partnership Directors is a Senior Leadership Team with many years of education, non-profit, and organizational leadership experience.



COLLABORATION AGREEMENT

Oakland Unified School District and Equal Opportunity Schools



Exhibit B

CONFIDENTIALITY OBLIGATIONS

DEFINITION

For purposes of this Agreement, the term “Confidential Information” shall mean any and all personally identifiable student information from District education records provided by District to EOS, in any medium during the Term of this Agreement. Confidential Information shall include, without limitation, the personally identifiable information of students, parents, guardians and staff that the District shares with EOS under this Agreement.

ACKNOWLEDGMENT OF APPLICABLE LAW

The Collaborators acknowledge that provision by the District of Confidential Information is subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99 (“FERPA”), and may also be subject to state law student confidentiality provisions. The Collaborators shall comply with all Applicable Law.

The Collaborators acknowledge that it is not the intent of the survey designers for any of the questions contained in the EOS Student and Staff Surveys to relate to any of the eight categories of protected information contained in the federal Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. 1232h and the survey has been reasonably designed to avoid the question types/categories governed by the PPRA.

EOS PERMITTED USAGE OF CONFIDENTIAL INFORMATION

Except in limited instances when EOS obtains the express written consent of the District or individual participant/parent, as may be required, EOS shall use Confidential Information solely for the purposes set forth in this Agreement.

RESTRICTIONS UPON EOS’ DISCLOSURE OF CONFIDENTIAL INFORMATION

The only EOS personnel who will have access to Confidential Information will be those EOS employees, contractors and agents who (a) are performing services contemplated by this Agreement and (b) have agreed to be bound by EOS’ non-disclosure agreement. Except as permitted by FERPA, EOS and its designated employees, contractors and other agents with access to Confidential Information shall not disclose any of the District’s Confidential Information to any third party.



COLLABORATION AGREEMENT Oakland Unified School District and Equal Opportunity Schools



MAINTENANCE OF CONFIDENTIALITY

EOS shall exercise reasonable care in safeguarding the Confidential Information against loss, theft, or other inadvertent disclosure or access and shall take reasonable steps necessary to establish safeguards that are consistent with applicable federal, state, and local law and District regulations and policies relating to security for personally identifiable and other sensitive information, including but not limited to FERPA-protected information. Publication of any information compiled by EOS under this Agreement (other than to the District or its personnel in accordance with this Agreement) shall be in a manner that is designed not to permit identification, directly or indirectly, of individual students or parents.

All users of the Portal must agree to the EOS Acceptable Use Policy, as may be amended, which includes, requirements such as, an obligation not to share account or passwords with anyone, not to use the Portal for illegal activity, not to access data or any account owned by another and to notify EOS immediately if the user identifies a problem with the Portal. EOS also has the right to deny access to any user who may pose a security risk to the Portal or the data contained on the Portal.

The District shall send all Confidential Information via the Portal, unless otherwise agreed to by the parties or expressly permitted by EOS in writing. Unless otherwise agreed upon by the parties in advance, the District should not email or use any other medium to send Confidential Information. In certain instances, EOS may accept limited information via another approved mechanism.

DESTRUCTION OF CONFIDENTIAL INFORMATION

EOS agrees to destroy all personally identifiable student and parent information obtained from District education records after such information is no longer needed for any purpose for which studies were conducted under the terms of this Agreement.

Exhibit C

Oakland Unified School District - Vendor Services Agreement 2021-22

DATA SHARING AGREEMENT 2021-2022

attached

DATA SHARING AGREEMENT 2021-2022

This Data Sharing Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity(ies) or individual(s) (“RECIPIENT,” together with OUSD, “PARTIES”):

Equal Opportunity Schools

The PARTIES hereby agree as follows:

1. **Limited Purpose of Agreement.** This Agreement pertains only to OUSD’s transmission of data to RECIPIENT, and RECIPIENT’s protection of such data. To the extent that OUSD seeks to impose any other legal obligations on RECIPIENT (e.g., RECIPIENT’s provision of services to OUSD), or RECIPIENT seeks to impose any other legal obligations on OUSD (e.g., OUSD payment of compensation to RECIPIENT), such obligations shall be set forth in a separate agreement. If such an agreement exists at the time of execution of this Agreement, the Parties shall identify it in **Exhibit A**.
2. **Data to be Provided.** The Parties shall list the categories of data to be provided in the Schedule of Data, attached hereto as **Exhibit B**. The data categories listed in **Exhibit B**, and any portion thereof (including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in that data), shall be referred to hereinafter as OUSD Data.
3. **Term.**
 - a. This Agreement shall start on the below date (“Start Date”):
July 21, 2021

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.
 - b. The work shall be completed no later than the below date (“End Date”):
June 30, 2022

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. For OUSD Data transmitted as part of a research project approved by OUSD's Department of Research, Assessment, and Data ("RAD"), if the term is longer than one calendar year, be aware that you must obtain approval from RAD prior to extending the research project into the second and subsequent calendar years, and no data will be shared during the second and subsequent calendar years unless and until this approval is obtained.

4. **Family Educational Rights and Privacy Act.** Check any of the following that apply:

- OUSD Data is limited to student directory information, as defined in 34 C.F.R. § 99.31(a)(11), for those students who have not opted out of disclosure of directory information.
- OUSD Data is limited to de-identified student information, as defined in 34 C.F.R. § 99.31(b).
- OUSD Data includes personally identifiable information from a student record other than directory information. RECIPIENT is responsible for obtaining parental consent, as defined in 34 C.F.R. § 99.30, and presenting evidence thereof to OUSD.
- OUSD Data includes personally identifiable information from a student record, and:
 - RECIPIENT is a contractor, consultant, volunteer, or other party to whom OUSD has outsourced institutional services or functions, and RECIPIENT performs an institutional service or function for which the agency or institution would otherwise use employees; is under the direct control of the agency or institution with respect to the use and maintenance of education records; and is subject to the requirements of § 99.31(a) governing the use and

redisclosure of personally identifiable information from education records. (See 34 C.F.R. § 99.31(a)(1)(i)(B).)

RECIPIENT is another school, school system, or institution of postsecondary education where an OUSD student seeks or intends to enroll, or where the student is already enrolled, and the disclosure is for purposes related to the student's enrollment or transfer. (See 34 C.F.R. § 99.31(a)(2).)

RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or State and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)

RECIPIENT requires the data in order to determine an OUSD student's eligibility for financial aid; amount of aid; conditions for aid; or to enforce the terms and conditions of the aid. (See 34 C.F.R. § 99.31(a)(4).)

RECIPIENT is an organization conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction. (See 34 C.F.R. § 99.31(a)(6).) Any RECIPIENT receiving OUSD Data pursuant to this subsection must first submit a research application pursuant to OUSD's Department of Research, Assessment, and Data protocols, and such application shall be incorporated into this Agreement by reference.

The disclosure is in connection with a health or safety emergency. (See 34 C.F.R. §§ 99.31(a)(10) & 99.36.)

5. **Privacy Compliance.** RECIPIENT shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including the Family Educational Rights and Privacy Act, the Children’s Online Privacy Protection Act, the Protection of Pupil Rights Amendment, the Student Online Personal Information Protection Act, AB 1584, and all other California privacy statutes.
6. **Authorized Use.** OUSD Data, including persistent unique identifiers, shall be used for no purpose other than as agreed herein and/or otherwise legally authorized. RECIPIENT shall not make any re-disclosure of any OUSD Data without the express written consent of OUSD.
7. **Advertising Prohibition.** RECIPIENT is prohibited from using or selling OUSD Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by RECIPIENT; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to OUSD; or (d) use the OUSD Data for the development of commercial products or services.
8. **OUSD Data Property of OUSD.** All OUSD Data transmitted to the RECIPIENT pursuant to this Agreement is and will continue to be the property of and under the control of OUSD. RECIPIENT acknowledges and agrees that all copies of such OUSD Data transmitted to the RECIPIENT, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original OUSD Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to OUSD Data shall remain the exclusive property of OUSD.
9. **Correction of Records.** OUSD shall establish reasonable procedures by which a parent, guardian, or eligible student may review OUSD Data in the pupil’s records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. RECIPIENT shall respond

in a timely manner to OUSD's request for OUSD Data in a pupil's records held by RECIPIENT to view or correct as necessary.

10. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact RECIPIENT with a request for data held by RECIPIENT pursuant to the Services, RECIPIENT shall redirect the Third Party to request the data directly from OUSD. RECIPIENT shall notify OUSD in advance of a compelled disclosure to a Third Party.
11. **Employee Obligation.** RECIPIENT shall require all employees and agents who have access to OUSD Data to comply with all applicable provisions of this Agreement with respect to the data shared under the Agreement.
12. **Subprocessors.** RECIPIENT shall enter into written agreements with all Subprocessors performing functions pursuant to this Agreement or any other Agreement identified in **Exhibit A**, whereby the Subprocessors agree to protect OUSD Data in manner consistent with the terms of this Agreement.
13. **No Re-Identification or Re-Disclosure.** RECIPIENT agrees not to attempt to re-identify de-identified OUSD Data and not to transfer de-identified OUSD Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to OUSD who has provided prior written consent for such transfer. RECIPIENT shall not copy, reproduce or transmit any data obtained except as necessary to fulfill the Agreement
14. **Disposition of Data.** RECIPIENT shall dispose or delete all OUSD Data upon written request by OUSD or when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any OUSD Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in this Agreement authorizes RECIPIENT to maintain OUSD Data beyond the time period reasonably needed to complete the disposition.

RECIPIENT shall provide written notification to OUSD when the OUSD Data has been disposed.

15. **Data Security.** RECIPIENT agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect OUSD Data from unauthorized disclosure or acquisition by an unauthorized person.
16. **Data Breach.** In the event that OUSD Data is accessed or obtained by an unauthorized individual, RECIPIENT shall provide notification to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. RECIPIENT shall follow the following process:
 - a. The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.
 - b. The security breach notification described above shall include, at a minimum, the following information:
 - (i) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - (ii) If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - (iii) Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - (iv) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

- c. RECIPIENT agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the OUSD Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - d. RECIPIENT further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of OUSD Data or any portion thereof, including personally identifiable information and agrees to provide OUSD, upon request, with a copy of said written incident response plan.
 - e. RECIPIENT is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by OUSD. If OUSD requests RECIPIENT's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to RECIPIENT, RECIPIENT shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed above. If requested by OUSD, RECIPIENT shall reimburse OUSD for costs incurred to notify parents/families of a breach not originating from OUSD's use of the Service.
17. **Equipment and Materials.** RECIPIENT shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
18. **Termination.**
- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon

- ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
- b. Due to COVID-19. Notwithstanding any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of RECIPIENT to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
 - c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.
 - d. Upon termination, RECIPIENT shall provide OUSD with all materials produced, maintained, or collected by RECIPIENT pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
19. **Legal Notices.** All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 300
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

RECIPIENT

Name: Technology Solutions
Title: CIO
Address: 5601 6th Ave S, Ste 258
City, ST Zip: Seattle, WA 98108
Phone: [Click or tap here to enter text.](#) Email: DataSecurity@eoschools.org

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

20. **Status.**

- a. This is not an employment contract. RECIPIENT, in the performance of this Agreement, shall be and act as an independent contractor. RECIPIENT understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker’s Compensation. RECIPIENT shall assume full responsibility for payment of all Federal, State, and local taxes or contributions,

including unemployment insurance, social security and income taxes with respect to RECIPIENT's employees.

- b. If RECIPIENT is a natural person, RECIPIENT verifies all of the following:
 - (i) RECIPIENT is free from the control and direction of OUSD in connection with RECIPIENT's work;
 - (ii) RECIPIENT's work is outside the usual course of OUSD's business; and

- (iii) RECIPIENT is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If RECIPIENT is a business entity, RECIPIENT verifies all of the following:
- (i) RECIPIENT is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) RECIPIENT is providing services directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and RECIPIENT is in writing;
 - (iv) RECIPIENT has the required business license or business tax registration, if the work is performed in a jurisdiction that requires RECIPIENT to have a business license or business tax registration;
 - (v) RECIPIENT maintains a business location that is separate from the business or work location of OUSD;
 - (vi) RECIPIENT is customarily engaged in an independently established business of the same nature as that involved in the work performed;
 - (vii) RECIPIENT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
 - (viii) RECIPIENT advertises and holds itself out to the public as available to provide the same or similar services;
 - (ix) RECIPIENT provides its own tools, vehicles, and equipment to perform the services;
 - (x) RECIPIENT can negotiate its own rates;
 - (xi) RECIPIENT can set its own hours and location of work; and
 - (xii) RECIPIENT is not performing the type of work for which a license from the Contractor’s State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.
21. **Certificates/ Permits/ Licenses/ Registration.** RECIPIENT’s employees or agents shall secure and maintain in force such

certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

22. **Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, RECIPIENT declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. Consistent with the requirements of the paragraph titled Incident/Accident/Mandated Reporting, RECIPIENT agrees to notify OUSD, via email pursuant to the paragraph titled Legal Notices, within twelve (12) hours if RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to RECIPIENT possible COVID-19 exposure.
- c. RECIPIENT agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
- d. RECIPIENT shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

23. **Assignment.** The obligations of RECIPIENT under this Agreement shall not be assigned by RECIPIENT without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

24. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because

of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, RECIPIENT agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, RECIPIENT agrees to require like compliance by all its subcontractor (s). RECIPIENT shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

25. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, RECIPIENTS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
26. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
27. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
28. **Conflict of Interest.**
 - a. RECIPIENT shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. RECIPIENT shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
 - b. RECIPIENT affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between RECIPIENT's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this

Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

- c. Through its execution of this Agreement, RECIPIENT acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event RECIPIENT receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, RECIPIENT agrees it shall notify OUSD in writing.

29. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, RECIPIENT certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

30. **Limitation of OUSD Liability.** OUSD shall have no financial obligations under this Agreement other than as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.

31. **Indemnification.**

- a. To the furthest extent permitted by California law, RECIPIENT shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting

from injury, damage, or death of any person or entity arising out of RECIPIENT's performance of this Agreement. RECIPIENT also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, RECIPIENT, or subcontractor furnishing work, services, or materials to RECIPIENT arising out of the performance of this Agreement. RECIPIENT shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at RECIPIENT's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that RECIPIENT proposes to defend OUSD Indemnified Parties.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless RECIPIENT, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("RECIPIENT Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend RECIPIENT Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.

32. **Audit.** RECIPIENT shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of RECIPIENT transacted under this Agreement. RECIPIENT shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. RECIPIENT shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all records and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to RECIPIENT and shall conduct audit(s) during RECIPIENT'S normal business hours, unless RECIPIENT otherwise consents.

33. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California’s principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
34. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. RECIPIENT agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
35. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both PARTIES.
36. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
37. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
38. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.

39. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
40. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
41. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
42. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD and only under limited circumstances, which require ratification by the OUSD Governing Board. RECIPIENT agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.


- c. Notwithstanding Paragraph 18, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it.
43. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD’s Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to RECIPIENT absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

RECIPIENT

Name: Sasha Rabkin

Signature: 
Sasha Rabkin (Dec 1, 2021 07:00 PST)

Position: Interim President

Date: 12/01/2021

OUSD

Name: Enter OUSD signatory name

Signature: 

Position: Enter OUSD signatory position

Date: 12/22/2021

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell

Signature: 

Position: Secretary, Board of Education

Date: 2-10-2022

Template approved as to form by OUSD Office of the General Counsel.

EXHIBIT A

1) Anticipated Use of Data: Describe the purpose for which the Recipient seeks access to the OUSD Data identified in Exhibit B.

See vendor Services Agreement Exhibits A-C

2) Description of Existing Agreements between OUSD and Recipient: *To the extent that OUSD and Recipient have entered separate agreements imposing legal obligations in addition to data sharing, list their date, Enactment Number (if applicable), and a brief summary below. Include research applications in this list.*

Oakland USD - 2021-22 EOS Collaboration Agreement_3.1_DM_Update_4_21
 The Parties are entering a Collaboration Agreement concurrently with this Data Sharing Agreement. As set forth in Section 7 of the Collaboration Agreement, to the extent any terms in the Collaboration Agreement conflict with the terms of this Data Sharing Agreement, the Data Sharing Agreement shall govern.

3) Site/Department to Provide Data (e.g., Research, Assessment, & Data Department, Tech Services Department, specific school site):

To be advised by OUSD

EXHIBIT B

Please indicate each data element requested below.

Category	Elements	Check if Requested
Application Technology Metadata	IP Addresses of users, use of cookies, etc.	<input type="checkbox"/>
	Other application technology metadata - please specify	<input type="checkbox"/>
Application Use Statistics	Metadata on user interaction with application	<input type="checkbox"/>
Assessment	SBAC results	<input checked="" type="checkbox"/>
	ELPAC results	<input checked="" type="checkbox"/>
	IAB Results	<input type="checkbox"/>
	Local benchmark assessment results	<input checked="" type="checkbox"/>

Oakland Unified School District – Data Sharing Agreement 2021-22

Attendance	Attendance rate	<input type="checkbox"/>
	Number of absences	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input checked="" type="checkbox"/>
Conduct	Number of Suspensions	<input type="checkbox"/>
	Days suspended	<input type="checkbox"/>
Demographics	Gender	<input checked="" type="checkbox"/>
	Race/Ethnicity	<input checked="" type="checkbox"/>
	Special ed. flag	<input checked="" type="checkbox"/>
	Home language	<input checked="" type="checkbox"/>

	Language proficiency	<input type="checkbox"/>
	Birth country	<input type="checkbox"/>
Enrollment	School	<input checked="" type="checkbox"/>
	Grade level	<input checked="" type="checkbox"/>
	Other - please specify	<input type="checkbox"/>
Parent/Guardian Contact Information	Name	<input type="checkbox"/>

Oakland Unified School District – Data Sharing Agreement 2021-22

	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner	<input checked="" type="checkbox"/>
	Low income status (only available if data requested is de-identified)	<input type="checkbox"/>
	Title 1 flag (schoolwide)	<input type="checkbox"/>
	Other - please specify	<input type="checkbox"/>
Student Contact Information	Name	<input checked="" type="checkbox"/>
	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>

	Phone	<input type="checkbox"/>
Local Identifiers	Local student ID number	<input checked="" type="checkbox"/>
	Teacher ID number	<input checked="" type="checkbox"/>
	State student ID number	<input type="checkbox"/>

Oakland Unified School District – Data Sharing Agreement 2021-22

	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app password(s)	<input type="checkbox"/>
	Dummy identifiers (please check here if data requested are de-identified)	<input type="checkbox"/>
Student In App Performance	Program/application performance (typing program - student types 60wpm, reading program - student reads below grade level) - Please specify	<input type="checkbox"/>
Student Work	Student generated content; writing, pictures etc.	<input type="checkbox"/>
	Other - please specify	<input type="checkbox"/>
Transcript	Student course grades	<input checked="" type="checkbox"/>
	Current year GPA	<input checked="" type="checkbox"/>
	Cumulative GPA	<input checked="" type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other - Please specify	<input type="checkbox"/>

Oakland Unified School District – Data Sharing Agreement 2021-22

Other	Please list each additional data element used, stored, or collected	<input checked="" type="checkbox"/> (counselor assignments; period, section, and term in schedule data; AP/IB exam data; course list data file
		displaying all courses offered with a course type indicator; staff data that includes department and position



COLLABORATION AGREEMENT

Oakland Unified School District and Equal Opportunity Schools Exhibit D – INSURANCE

	CERTIFICATE OF LIABILITY INSURANCE	OP ID: SR DATE (MM/DD/YYYY) 08/20/2020
--	---	--

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sprague Israel Giles 1501 Fourth Avenue, Suite 730 Seattle, WA 98101-3225 Matt Conroy	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): EMAIL: ADDRESS: PRODUCER CUSTOMER ID #: EQUAL-1														
INSURED Equal Opportunity Schools 5601 Sixth Avenue S, Ste 258 Seattle, WA 98108	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Inc.</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Inc.	18058	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Philadelphia Indemnity Inc.	18058														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBJECT	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			PHPK2107734	03/22/2020	03/22/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK2107734	03/22/2020	03/22/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB714514	03/22/2020	03/22/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PHPK2107734 WA STOP GAP	03/22/2020	03/22/2021	<input type="checkbox"/> IWC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	SEXUAL ABUSE			PHPK2107734	03/22/2020	03/22/2021	Per Occ 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 EVIDENCE ONLY

CERTIFICATE HOLDER CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



COLLABORATION AGREEMENT
Oakland Unified School District and Equal Opportunity
Schools Exhibit E – EOS W-9

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
EQUAL OPPORTUNITY SCHOOLS

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5601 6th. S #258

6 City, state, and ZIP code
SEATTLE, WA 98108

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
OR									
Employer identification number									
3	7	-	1	6	0	9	6	5	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ 8/4/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.






Oakland Unified School District - 2021-22 EOS Collaboration Agreement - reviewed and unexecuted

Final Audit Report

2021-12-01

Created:	2021-12-01
By:	Rachel Gooneratne (Rachel@eoschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAATL4zLFJYdO0rq6mv8Zvg02niRfmZmx1H

"Oakland Unified School District - 2021-22 EOS Collaboration Agreement - reviewed and unexecuted" History

-  Document created by Rachel Gooneratne (Rachel@eoschools.org)
2021-12-01 - 2:09:24 AM GMT- IP address: 50.35.86.112
-  Document emailed to Sasha Rabkin (sasha@eoschools.org) for signature
2021-12-01 - 2:11:08 AM GMT
-  Email viewed by Sasha Rabkin (sasha@eoschools.org)
2021-12-01 - 2:59:28 PM GMT
-  Document e-signed by Sasha Rabkin (sasha@eoschools.org)
Signature Date: 2021-12-01 - 3:00:17 PM GMT - Time Source: server
-  Agreement completed.
2021-12-01 - 3:00:17 PM GMT