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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Vanessa Sifuentes, High School Network Superintendent
Vinh Trinh, Manager, Comprehensive Student Supports and Mater Scheduling

Meeting Date May 24, 2023

Subject Amendment No. 1, Data Sharing and Services Agreement - District and The Foundation for California Community Colleges on behalf of The California College Guidance Initiative - High School Linked Learning Department

Ask of the Board Approval by Board of Education of Amendment No. 1, Data Sharing and Services Agreement by and between the District and The Foundation for California Community Colleges on behalf of The California College Guidance Initiative (CCGI), Sacramento, CA, Agreement No. 00005246, amending Exhibit B, Section III, as stated therein, allowing for the sharing of aggregate level, non-personally identifiable data with the Office of Public School Construction and applicable regional hubs as part of the K-16 Regional Collaboratives, as well as to be used to inform research and evaluation related to state funded grant programs that require participation in CCGI. All other terms of the Agreement remain in full force and effect.

Background and Recommendation The amended section will be for paragraph 10 to allow for sharing of aggregate level, non personally identifiable data to the Office of Public School Construction and applicable regional hubs as part of the K-16 Regional Collaboratives, as well as to be used to inform research and evaluation related to state funded grant programs that require participation in CCGI.

The California College Guidance Initiative manages CaliforniaColleges.edu, the State of California’s official collage and career planning platform, which is free to all California educators, students and families. CCGI provides students within its original agreement, Legislative File #22-0754, dated 4/13/2022, an in depth, grade appropriate information and data driven tools to support college, career and financial aid planning and applications. Counselors and educators can access a comprehensive suite of reporting tools that automate routine tasks and help quickly identify students who need additional help. The CCGI online platform will help us expand our capacity to manage and use student data while supporting

higher education and financial aid systems in streamlining application processes and improving the flow of student transcript data.

Term Start Date: October 1, 2022 End Date: September 30, 2027

Not-To-Exceed Amount \$0.00 No Fiscal Impact

Attachment(s)

- Amendment No. 1, Data Sharing and Services Agreement
- Original Agreement, Enactment No. 22-0613, 4/13/2022



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

AMENDED DATA SHARING AGREEMENT

between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

*On Behalf of:
The California Guidance Initiative*

and

OAKLAND UNIFIED SCHOOL DISTRICT

*Agreement No. 00005246
Amendment: 01*

Effective **April 14, 2022**, the Foundation for California Community Colleges (“Foundation”), a 501 (c)(3) nonprofit organization which operates the California Guidance Initiative (“CCGI”) project as a fiscal sponsor and **OAKLAND UNIFIED SCHOOL DISTRICT** (“District”), entered into a Data Sharing and Services Partnership Agreement (“Agreement”).

WHEREAS, grant programs administered by state and local agencies increasingly use [CaliforniaColleges.edu](https://www.californiacolleges.edu) as the basis for reporting on a common set of metrics for college and career planning and transition efforts, the Parties seek to amend this Agreement to allow for such reporting.

THEREFORE, the Parties hereby amend the Agreement as follows:

1. **Amendment to Exhibit B, Section III. A.** Section III. A of Exhibit B is hereby amended by inserting the following language as paragraph 10 to allow for sharing of aggregate level, non-personally identifiable data to the Office of Public School Construction and applicable regional hubs as part of the K-16 Regional Collaboratives, as well as to be used to inform research and evaluation related to state funded grant programs that require participation in CCGI:
 10. “If the District is a participant in a grant funded college and/or career readiness collaborative, funded by a state or local agency, in which provision of accounts on CaliforniaColleges.edu is a grant requirement, Foundation may provide Student Data in an aggregated, non-personally identifiable form, to such state and local entities and any collaborative lead agencies for the purpose of evaluating career college readiness services or streamlining eligibility for services. CCGI will not share District data under this section, unless CCGI and the funding entity have entered into an agreement regarding use and security of District’s aggregate, de-identified data”.

All other terms of the Agreement shall remain unchanged and in full force and effect.

THE PARTIES HEREBY EXECUTE THIS AMENDED AGREEMENT.

OAKLAND UNIFIED SCHOOL DISTRICT

By: Sondra Aguilera

Print Name: Sondra Aguilera

Title: Chief Academic Officer

Date: 4/13/2023

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: Andrea Meyer

Print Name: Andrea Meyer

Title: General Counsel and Corporate Secretary

Date: Feb 27, 2023

AMENDMENT NO. 1
to
Memorandum of Understanding

This Amendment amends the attached legal agreement (“Original Agreement”) and any prior amendments (“Prior Amendments,” together with Original Agreement, “(Amended) Agreement”), incorporated herein by reference, which includes the following information:

- The (Amended) Agreement is between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):
California College Guidance Initiative (CCGI)
- The Parties entered into the Original Agreement on the below date:
October 1, 2022
- The Enactment Number of the Original Agreement is below:
22-0613

The PARTIES hereby agree to amend the (Amended) Agreement as stated herein.

1. **Services:** The scope of work of the (Amended) Agreement is unchanged.
 The scope of work of the (Amended) Agreement has changed. If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; select the appropriate option below:
 Revised scope of work attached
 VENDOR agrees to provide the following amended services:

2. **Term (duration):** The term of the (Amended) Agreement is unchanged.
 The term of the (Amended) Agreement has changed. If the term has changed: The parties agree to amend the below original End Date of the (Amended) Agreement to the below new End Date:

Original End Date: September 30, 2027
New End Date: September 30, 2027

3. **Compensation:** The not-to-exceed amount in the (Amended) Agreement is unchanged
 The not-to-exceed amount in the (Amended) Agreement has changed. If the not-to-exceed amount has changed: The not-to-exceed amount in the (Amended) Agreement is amended as follows:
 Increase not-to-exceed amount by:
\$Click or tap here to enter text.
 Decrease not-to-exceed amount by:
\$Click or tap here to enter text.
The new not-to-exceed amount under the (Amended) Agreement, as herein amended, is
\$Click or tap here to enter text.

4. **COVID-19:** To the extent that the Amendment did not contain the following guarantees, by signing this Amendment, VENDOR agrees that:
- a. Through its execution of this Amendment, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Amendment 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. VENDOR agrees to notify OUSD within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
 - c. In addition to the requirements of subparagraph (b), VENDOR 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 student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

d. VENDOR shall bear all costs of compliance with this Paragraph.

5. **Insurance.** To the extent that the Agreement did not contain the following insurance coverage amounts, by signing this Amendment, VENDOR agrees that it shall maintain, unless waived under the terms of the Agreement, Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms regarding Commercial General Liability Insurance remain the same.

6. **Termination and Suspension.** To the extent that the Agreement did not contain the following provisions, by signing this Amendment, VENDOR agrees that:

- a. Notwithstanding Paragraph 14 (COVID-19) of this Amendment, or any other language of the Agreement, if there is an unforeseen emergency or an Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. 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.
- b. If OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of Services, then the OUSD Superintendent or an OUSD Chief or Deputy may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend the Agreement, in which case VENDOR

shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of suspension.

7. **Legal Notices.** To the extent the Agreement did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the Agreement. VENDOR agrees that the address for legal notice to OUSD is 1000 Broadway, Suite 440, Oakland, CA 94607. All other terms regarding Legal Notices remain the same.
8. **Remaining Provisions:** All other provisions of the (Amended) Agreement remain unchanged and in full force and effect as originally stated.
9. **Amendment Publicly Posted.** This Amendment, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
10. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this Amendment, and the person(s) signing this Amendment on behalf of each PARTY has been given the proper authority and empowered to enter into this Amendment.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Amendment or as legally binding in any way.
11. **Amendment Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Amendment 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 VENDOR

absent such formal approval or valid and proper execution.

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

VENDOR

Name: Andrea Meyer _____ Signature: Andrea Meyer

Position: General Counsel & Corp. Secretary Date: Mar 16, 2023

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation) of the Agreement, which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: Sondra Aguilera Signature: Sondra Aguilera

Position: Chief Academic Officer Date: 4/13/2023

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

Name: Kyla Johnson-Trammell Signature: Kyla Johnson-Trammell

Position: Secretary, Board of Education Date: 5/25/2023

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



Board Office Use: Legislative File Info.	
File ID Number	22-0754
Introduction Date	4/13/22
Enactment Number	2-0613
Enactment Date	4/13/2022 os

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Lucia Moritz, Executive Director College and Career Readiness

Meeting Date April 13, 2022

Subject Data Sharing and Services Agreement with California College Guidance Initiative (CCGI) – No Cost

Ask of the Board Approve Service Agreement
 Ratify Service Agreement

Services Ratification by Board of Education of Service by the Board of Education of Memorandum of Understanding and Data Sharing Agreement between the District and California College Guidance Initiative to provide a virtual platform for students in grades 6-12 as they plan, prepare and finance college.

Term Start Date: October 1, 2022 End Date: September 30, 2027

Not-To-Exceed Amount \$0

Competitively Bid No. This no-cost agreement is under the bidding threshold.

In-Kind Contributions N/A

Funding Source(s) N/A. No-cost agreement.

Background The California College Guidance Initiative (CCGI) manages CaliforniaColleges.edu, the state of California's official college and career planning platform, which is free to all California educators, students and families. CCGI provides students with in-

depth, grade appropriate information and data driven tools to support college, career and financial aid planning and applications. Counselors and educators can access a comprehensive suite of reporting tools that automate routine tasks and help quickly identify students who need additional help. The CCGI online platform will help us expand our capacity to manage and use student data while supporting higher education and financial aid systems in streamlining application processes and improving the flow of student transcript data.

The term of the agreement is five years following the date of execution.

- Attachment(s)**
- Data Sharing and Service Agreement



DATA SHARING AND SERVICES AGREEMENT

Between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

On behalf of:

The California College Guidance Initiative

And

OAKLAND UNIFIED SCHOOL DISTRICT

Agreement No. 00005246

This Data Sharing and Services 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 **Oakland Unified School** (“District”), to set forth the roles and responsibilities of the Parties related to District’s uploading of its students Education Records to www.CaliforniaColleges.edu or hereinafter ("CaliforniaColleges Website") and Foundation’s provision of account support services on the CaliforniaColleges Website.

I. RECITALS

WHEREAS, Foundation is the official nonprofit organization supporting the California Community College Chancellor's Office and the California Community Colleges Board of Governors and its mission to benefit, support and enhance the California Community College system;

WHEREAS, CCGI is operated by the Foundation on behalf of the State of California, in order to ensure the awareness and utilization of online planning tools in K-12 districts and systematic baseline guidance and support for 6th-12th grade students as they plan, prepare and finance college;

WHEREAS, CCGI’s tools and services constitute the K-12 student, family and educator facing tools for college planning and transition under California’s Cradle to Career Data System;

WHEREAS, CCGI is the State of California’s official provider of technical assistance regarding a-g course alignment to the Course Management Portal and to provide a one stop platform for college planning;

WHEREAS, CCGI is authorized and funded by the state to provide these services to all K-12 districts serving 6th-12th grade students, free of charge;

WHEREAS, CCGI transmits student transcript data across institutions to help inform admissions, enrollment, placement, guidance and financial aid at institutions of higher education;

WHEREAS, the Family Educational Rights and Privacy Act (“FERPA”), 34 CFR §99.31(a)(1)(i)(B) and the California Education Code, §49076 (a)(2)(G), allow District to disclose student data to Foundation, without parental consent, in order to provide services to District that District otherwise could have provided with its own employees; and

WHEREAS, the purpose of this Agreement is to set forth the roles and responsibilities of the Parties related to District’s uploading of Education Records to the California Colleges Website and Foundation’s provision of technical assistance and account support services on the California Colleges Website.

THEREFORE, the Parties desire and agree to enter into this Agreement in furtherance of the purpose stated below.

II. 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 exhibits (see below), schedules and other attachments hereto, as each may be amended in a writing signed by both Parties from time to time.

- Exhibit A: List of Authorized Third Parties**
- Exhibit B: Data Privacy and Security Addendum**
- Exhibit C: Data File Technical Specifications**

“Authorized Third Party” shall mean an entity, identified by District on the **Notice of Authorized Third Parties**, attached to this Agreement as **Exhibit A**, and hereby incorporated by reference, authorized by District to utilize the Services (as defined below) in accordance with this Agreement.

“Business Day” shall mean a Monday, Tuesday, Wednesday, Thursday, or Friday, but excluding (i) any day on which national banks having banking offices in either Sacramento or Los Angeles, California are authorized by law to remain closed and (ii) those days, not to exceed eleven (11) in any calendar year, which Foundation and/or District treats as a holidays but would otherwise be Business Days.

“Confidential Information” shall mean any and all information, data, Software (as defined below), know-how and intellectual property of a confidential or proprietary nature, including but not limited to, information, data, Software, know-how and intellectual property relating to (a) technical, scientific, developmental, marketing, manufacturing, sales, operating, performance and cost matters, (b) processes, (c) designs and (d) techniques, in any and all forms in which the foregoing may appear including, but not limited to, all record-bearing media containing or disclosing any of the foregoing. Confidential Information shall include, but not be limited to, all information, data, Software, know-how, and intellectual property that is (a) marked as “confidential” or “proprietary” at the time it is provided by or

on behalf of the Party providing it, (b) expressly stated by or on behalf of the Party providing it to the Party receiving it at the time of disclosure to be considered confidential or proprietary, or (c) would under the circumstances be recognized by someone generally experienced in business affairs to be confidential or proprietary.

“CaliforniaColleges Website” shall mean the Internet website located at 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 under a separate agreement. Information describing the current Vendor can be found in the **Data Privacy and Security Addendum**, attached to this Agreement as **Exhibit B**, and herein incorporated by reference. This definition shall also include any successor website thereto including any such site established on some other form of interactive digital or electronic communications offered over or via any alternative or successor broad band or narrow band network or method of broadcast including wireless, intranets, extranets, and interactive television or cable.

“Data Breach” shall mean actual evidence of the loss or unauthorized access to, or unauthorized use of Student Data (as defined below) uploaded to the CaliforniaColleges Website.

“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 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.

“Effective Date” shall have the meaning set forth in Section III.A of this Agreement.

"Eligible Student" shall mean a student who has reached 18 years of age or is attending an institution of postsecondary education.

“Misuse” shall have the meaning as set forth in Section IX.A of this Agreement.

“Party” or “Parties” shall mean either Foundation, on behalf of CCGI, or District, or both.

“Student Data” shall mean any information (a) contained in a student's Education Record maintained by or for the District and provided to the CaliforniaColleges Website by an employee or agent of the District; or (b) acquired directly from a student or parent or legal guardian of the student through the use of the CaliforniaColleges Website, as assigned to the student or parent or legal guardian by District. Student Data includes Personally Identifiable Information (defined below). Student Data does not include information created by a student, including, but no limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of that information.

“Services” means the services and levels of support offered by Foundation and accepted by District, as described in Section V.D of this Agreement.

“Software” shall mean, at a minimum, the computer programs, in machine-readable object code and source code, created by Vendor, pursuant to its separate agreement with the Foundation, in order to develop, operate and maintain the CaliforniaColleges Website.

"Personally Identifiable Information" or “PII” shall have the meaning specified in FERPA regulations, 34 CFR §99.3.

“System User” shall mean any student or parent whose Student Data are disclosed to the CaliforniaColleges Website by the District or by a student (or parent) who is assigned to use the CaliforniaColleges Website by the District. Pursuant to District’s Annual Notification of Rights required under FERPA, System Users and their parent/guardians shall authorize the District to release Education Records and Student Data to Colleges or College Systems to which they apply for admission, or any Financial Aid Organization to which a System User has applies for aid, or with whom the District may legally share Student Data under California law, including, but not limited to, the California Student Aid Commission (“CSAC”). CaliforniaColleges Website Privacy Policy shall describe the ways in which System User’s data is used and/or disclosed to others. System Users shall receive a pop-up notice on CaliforniaColleges.edu prior to their Student Data being disclosed to Colleges or College Systems to which they apply for admission or any Financial Aid Organization to which a System User has applied for aid.

Any other capitalized terms used in this Agreement that are not defined in this Section or in any exhibit, schedule or other attachment that is expressly incorporated into this Agreement, shall have the meaning given to them in this Agreement.

III. 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 (“Effective Date”) and will continue until terminated by either party pursuant to Section III(B), (C), or (E), or until five years from the Effective Date pursuant to Education Code section 17596, whichever occurs first. 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 X of this Agreement at least thirty (30) calendar days in advance of the Termination Date.

C. **Termination for Cause.** Either party shall have the right to terminate the Agreement immediately upon written notice to the other Party upon the occurrence of a material breach of this Agreement, including a material breach with respect to any representations and warranties which remain uncured for more than sixty (60) days after the non-breaching Party provides notice of such material breach to the other Party.

D. **Handling of Data Following Termination of Agreement**

1. Deletion of Data. Education Records provided under the Agreement shall be destroyed by Foundation and Vendor upon termination of this agreement or within thirty (30) days from the date on which District requests destruction of the data or determines that such student data are no longer needed for the purposes of this Agreement. In order to commence the procedure for requesting destruction of Education Records, District shall provide written notice to the Foundation as specified in Section X, requesting destruction of the data. Upon receipt of District's written notice, the Foundation and Vendor agree to use reasonable commercial efforts to certify within thirty days (30) after the Termination Date that Education Records are no longer retained or accessible to the Foundation and Vendor.

2. Requests for Return of Data to District. In lieu of destruction of Education Records, as provided in Sec. III.D.1, the District may request return of the data. In the event of such a request, the District shall provide thirty days (30) advance written notice to the address listed in Section X of this Agreement to the Foundation. Upon request and notice by District in accordance with this Section III.D.2, Foundation shall provide assistance with the migration and conversion of historical data in a flat file or other format reasonably requested by District and reasonably acceptable to Foundation. District shall be responsible for all costs and expenses associated with such requests including but not limited to costs for migration and data conversion and shall otherwise cooperate with Foundation to transfer such data to the District.

3. Retention of Student Data by the System User after Termination. The Parties acknowledge and agree that the requirements provided in Section III.D.1 shall not apply to Student Data if the student or the student's parent supplied such Student Data to CaliforniaColleges Website and elects upon termination of the Agreement to continue to maintain a personal account with Foundation: (1) for the purpose of storing their individual data; (2) in the event the student or parent elects to retain their data in the CCGI Program for purposes of continuing to obtain the benefits of participation in the CCGI Program; or (3) if the student or parent elects to continue to obtain the service offerings from any other Authorized Third Party with which the supplying System User has elected to share their Student Data through the CCGI Program for the educational purposes set forth under the Agreement.

E. Termination for Funding Contingency: 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 District with written notice of termination in accordance with Section X of this Agreement at least fifteen (15) calendar days in advance of the Termination Date.

IV. DISTRICT RESPONSIBILITIES

A. Data Sharing

1. District 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 **Exhibit B**.

2. District 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 District high school.
3. District agrees to verify accuracy of courses entered by District into the University of California (“UC”) Course Management Portal at the UC Office of the President.
4. District agrees to upload Education Records, in accordance with the **Data File Technical Specifications**, attached as **Exhibit C** to this Agreement, and hereby incorporated by reference.

B. Implementation

1. District shall provide Foundation with a list of all approved Authorized Third Parties on **Exhibit A**, who should be included in this agreement; including but not limited to any non-profit organizations or higher education partners that provide student support services, youth development and college planning or preparation services under a separate service and data-sharing agreement with the District.
2. District shall make staff, appropriate technology resources, and space available for ongoing professional development and user support.
3. District agrees to collaborate with Foundation staff to provide both individual user experience and technical feedback in order to improve implementation for all System Users.
4. District agrees to identify a Point of Contact (POC) to (1) assist the Foundation during implementation phase including providing any necessary support to Vendor; and (2) navigate or immediately report any issues regarding availability of the CaliforniaColleges Website.

V. FOUNDATION RESPONSIBILITIES

- A. **Data Ownership**. Foundation acknowledges and agrees that Education Records provided by the District continue to be the property of and under the control of the District.
- B. **Compliance with Laws**. Foundation 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 **Exhibit B**.
- C. **Technical and Service Level Support**. The CaliforniaColleges Website is operated and maintained by Vendor. All service level support for the CaliforniaColleges Website is provided directly by Vendor. Districts should reach out to [Contact Us](#) in order to facilitate communication with Vendor regarding technical issues with CaliforniaColleges Website.
- D. **Scope of Services**. “Services” means the enhanced services and levels of support offered by Foundation under this Agreement or on the CaliforniaColleges Website that are only possible when students’ transcript data is uploaded to their accounts.

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 District to ensure the data is properly uploaded in CCGI's file format and in accordance with the requirements and instructions as more fully set forth and incorporated herein as **Exhibit C** to this Agreement.

2. Education Records and Student Data will be maintained and processed by CCGI on behalf of the District in a manner that meets the standards of the California Community Colleges, California State University (“CSU”), California Student Aid Commission, and University of California systems for verified transcript data.
3. Foundation will provide an audit report of District’s a-g course listings in the UC Course Management Portal database to identify discrepancies. Foundation agrees to provide technical assistance, guidance and support to District staff for purposes of reconciliation of any identified discrepancies.
4. CSU and UC eligibility analyses, both individual student reports and aggregate tracking and reporting capability for counselors.
5. Ability for students 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 Course Management Portal at the University of California Office of the President (CMP), and which enables students, their families and educators in their school and District to track application submission.
6. Ability for students to launch their Application to the California Community Colleges using the CCCApply platform in a manner that tracks submission on the CaliforniaColleges Website.
7. Ability for students to launch their Application for admission to the University of California using the UC Application in a manner that tracks submission on the CaliforniaColleges Website.
8. Ability for students to initiate their Free Application for Federal Student Aid (“FAFSA”) from within the CaliforniaColleges.edu, in a manner that allows students, their families and educators at their school site or District to track the launch of this application and which enables CCGI to provide the California Student Aid Commission with information that supports the Cal-grant eligibility determination process.
9. Ability for students to launch additional college and financial aid applications as additional institutions develop articulation agreements with the Foundation, on behalf of CCGI.
10. The following services and supports for participating LEAs:
 - a) Monthly office hours to support district-wide implementation planning and strategic goal setting.

- b) Multiple forms of technical assistance to support alignment between the LEA's a-g course list and the Course Management Portal (CMP) managed by UCOP.
- c) Virtual Training offerings throughout the year.
- d) User support for all adults (counselors, career techs, teachers, parents etc.) who will be working with students to complete activities on CaliforniaColleges.edu.

VI. FEES AND PAYMENT FOR SERVICES

1. Foundation will provide the Services under this Agreement District free of charge as long as Foundation continues to receive funding from the State of California as part of the Cradle to Career Data System.
2. In the event that funding from the State of California is not sustained in future years, the Parties understand that the Foundation will assess and charge a fee for services provided to the District. In the event a fee will be assessed, this Agreement will be amended, in writing, to affect that arrangement. Foundation shall provide District with a 90-day notice if funding from the State of California's is reduced or discontinued.

VII. INTELLECTUAL PROPERTY

A. **Data Ownership**. Foundation acknowledges and agrees that Education Records provided by the District continue to be the property of and under the control of the District.

B. **Proprietary Rights and Licenses**

1. **Reservation of Rights**. Subject to the limited rights expressly granted hereunder, Foundation reserves all of its rights, title and interest in and to the Services, including all of Foundation's related intellectual property rights in the Software. No rights are granted to District hereunder other than as expressly set forth herein.
2. **License by District to Use Feedback**. District grants to Foundation a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by District or Users relating to the operation of the Services.

VIII. INDEMNIFICATION AND INSURANCE

A. **Indemnification Obligations of the Parties in the Event of A Data Breach**

1. **Foundation**

- a) Foundation's indemnification obligations under this Section VIII.A.1 of this Agreement shall continue in full force and effect during the Term of this Agreement.

b) Foundation shall, at its own expense, indemnify, defend, and hold harmless District from any expense, cost, claim, loss, or liability (collectively, "Loss") resulting from any Data Breach provided that the Loss arises solely from Foundation's loss or unauthorized access or use of Student Data, or loss or unauthorized access or use of Student Data by Foundation's officer, director, employee, affiliate, contractor, or subcontractor, and does not arise as the result of: (1) any Misuse by District as defined in Section IX.A of this Agreement; (2) any action or inaction by District or any officer, director, employee, affiliate, contractor, or subcontractor of District; or (3) any action or inaction by an Authorized Third Party or System User.

c) District shall promptly (and in no event more than ten (10) calendar days after District receives notice of a potential or actual Loss) notify Foundation of such Loss that may give rise to an obligation of Foundation under this Section VIII.A.1.

d) Foundation promptly takes reasonable actions, if any, to mitigate the harm caused as a result of the data loss or disclosure.

2. District

a) District's indemnification obligations under this Section VIII.A.2 of this Agreement shall continue in full force and effect during the Term of this Agreement.

b) District shall, at its own expense, indemnify, defend, and hold harmless Foundation from any expense, cost, claim, loss, or liability (collectively, "Loss") resulting from any Data Breach provided that: the Loss arises solely from District's Misuse of the CaliforniaColleges Website or System or any action or inaction by District or any officer, director, employee, affiliate, contractor, or subcontractor of District including any Authorized Third Party.

B. Mutual Indemnification. Each Party to this Agreement ("Indemnitor") agrees to indemnify, defend and hold harmless the other, and its directors, trustees, officers, employees, agents (collectively "Indemnitees") against any and all liability, claims, demands, suits, losses, costs, legal fees including reasonable attorneys' fees, personal injury or illness and/or death, resulting from, arising out of, or connected with (a) Indemnitor's performance or omissions related to same under this Agreement, except as otherwise provided in Section VIII.A above; (b) any breach by Indemnitor of this Agreement. The Indemnitee must approve the extension of all settlement offers proposed by the Indemnitor and Indemnitee's approval shall not be unreasonably withheld. The Indemnitor shall furnish Indemnitees with all related evidence in its control. Nothing in this Agreement shall constitute a waiver of limitation of any rights which Indemnitees may have under applicable law.

C. Insurance

1. District. At District's sole cost and expense, District will obtain, keep in force, and maintain insurance as listed below. Coverages required will not limit any liability of District and will include: commercial general liability insurance with a combined single limit of no less than

one million dollars (\$1,000,000.00) per occurrence and automobile liability insurance for all owned, scheduled, or hired automobiles with a combined single limit of no less than one million dollars (\$1,000,000.00) per accident; and workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time. The Commercial General Liability Policy shall name Foundation for California Community Colleges, its directors, officers, and employees as Additional Insureds. District, upon the execution of this Agreement, shall cause their insurance carrier(s) to furnish Foundation with a properly executed Certificate(s) of Insurance and endorsements effecting coverage as required herein. All insurance required to be carried by District and/or Indemnitor shall be primary, and not contributory, to any insurance carried by Foundation.

2. **Foundation.** At Foundation's sole cost and expense, Foundation will obtain, keep in force, and maintain insurance as listed below. Coverage required will not limit any liability of Foundation and will include: commercial general liability insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence and automobile liability insurance for all owned, scheduled, or hired automobiles with a combined single limit of no less than one million dollars (\$1,000,000.00) per accident; and workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time. Foundation, upon the execution of this Agreement, shall cause their insurance carrier(s) to furnish District with a properly executed Certificate(s) of Insurance and endorsements effecting coverage as required herein. All insurance required to be carried by Foundation and/or Indemnitor shall be primary, and not contributory, to any insurance carried by District.

IX. GENERAL TERMS AND CONDITIONS

A. **Misuse of CaliforniaColleges Website.** District acknowledges and agrees that this Section IX.A shall set forth the certain acts which shall either singularly or collectively constitute ("Misuse") under this Agreement. The Parties agree that the below Sections IX.A.1 through IX.A.8 shall not be construed to limit Foundation with respect to a determination of any other acts which may constitute Misuse under this Agreement, and which may not otherwise be included in this Section IX.A in Foundation's sole discretion. District agrees that it shall not, nor allow any System Users under the direct control of District to engage in any of the acts as set forth below:

1. Access or use CaliforniaColleges Website in breach of the terms of this Agreement;
2. Access or use CaliforniaColleges Website in violation of applicable federal, foreign, international, provincial, state and local laws, rules and regulations or any applicable privacy or data protection laws, rules, regulations or directives;
3. Access or use CaliforniaColleges Website for any unauthorized, fraudulent or malicious purpose;

4. Access or use CaliforniaColleges Website in a manner that could damage, disable, overburden or impair the CaliforniaColleges Website so as to diminish or destroy Foundation or Vendor's ability to provide CaliforniaColleges Website to System Users;
5. Share, obtain or use, or attempt to share, obtain or use, CaliforniaColleges Website related access codes or passwords;
6. Engage in any act that would cause Foundation or Vendor's failure in maintaining the integrity of CaliforniaColleges Website;
7. Engage in any use of CaliforniaColleges Website or engage in any acts which could substantially interfere with or substantially degrade the website and impact System Users;
8. Violate the CaliforniaColleges Website Terms of Use, or violate the terms of use for any Foundation or Authorized Third Party applications hosted by or accessible within CaliforniaColleges Website for utilization by System Users.

B. Confidential Information

1. District and Foundation each agrees that (i) it shall receive and use the Confidential Information it receives (in such capacity a "Recipient") in connection with this Agreement from the other Party (in such capacity a "Discloser") solely for the purposes contemplated by this Agreement, (ii) it shall not use any such Confidential Information for any other purpose, and (iii) it shall receive and hold such Confidential Information in trust and confidence for the benefit of the Discloser. All Confidential Information provided in connection with this Agreement:

- a) Shall not be distributed, disclosed, or disseminated in any way or form by the Recipient to anyone except those of its own employees and professional advisors who have a reasonable need to know said Confidential Information for the purpose or purposes described above, who are informed of the confidential and proprietary nature of the Confidential Information, and who have agreed in a writing in favor of the Recipient to protect the confidentiality of the Confidential Information with terms at least as restrictive as those in this Section IX.B;
- b) Shall be treated by the Recipient with at least the same degree of care utilized by Recipient to protect its own confidential and proprietary information of a similar nature, but in no event with less than reasonable care;
- c) Shall not be used by the Recipient for its own purposes, except as otherwise expressly provided in this Agreement; and
- d) Shall remain the property of and be returned to the Discloser or, at the Discloser's election, destroyed (along with all copies or other embodiments thereof) immediately upon the termination or expiration of this Agreement for any reason and by either Party.

2. The obligations of a Recipient pursuant to this Section IX.B hereof shall not apply, however, to any Confidential Information which (i) at the time it is delivered to the Recipient hereunder is already in the public domain or subsequent to such delivery comes into the public domain in a manner that does not involve a breach of this Agreement by the Recipient or its employees or advisors; (ii) at the time it is delivered to the Recipient hereunder is already in the Recipient's possession free of any obligation of confidentiality; (iii) is received independently by the Recipient from a third Party who is entitled to disclose such information to the Recipient; (iv) is subsequently independently developed by the Recipient without use of or benefit from or reference to the Confidential Information of Discloser.

3. Notwithstanding anything to the contrary herein, the Recipient may disclose Confidential Information if required to be disclosed by a court or regulatory or other governmental agency of competent jurisdiction, or as otherwise required by law, provided that in connection with any such requirement the Recipient shall (A) if legally permitted, promptly notify the Discloser of such requirement in writing, (B) cooperate with the Discloser, at the Discloser's request and expense, to obtain a protective order or other confidential treatment or to contest such required disclosure, (C) shall afford the Discloser all available opportunities to obtain a protective order or other confidential treatment or challenge such required disclosure, including the opportunity to challenge it in the name and with the standing of the Recipient, (D) shall comply with any protective order or other confidential treatment obtained by the Discloser, and (E) shall disclose only the minimum amount of information that the Recipient is required to disclose.

C. Representation, Warranties and Covenants of the Parties

1. **Exchange of Information.** The Parties represent and warrant that all information that each Party presently knows or reasonably should recognize to be materially relevant to the other Party's understanding of their obligations under the Agreement has been provided to that Party.

2. **Compliance with Laws.** The Parties agree to comply with all applicable national, state, and local laws and regulations in the performance of their obligations under the Agreement, including but not limited to the observance of all applicable laws and regulations related to the privacy and security of the Student Data provided by any System User.

3. **Relationship of the Parties.** Foundation is acting as an independent non-profit organization to facilitate the Services under this Agreement for the purposes as set forth in the Recitals. Foundation is neither an employee, subcontractor, nor an agent of District. Foundation shall have no right or authority to enter into agreements on behalf of or otherwise bind, District, and District shall have no right to enter into agreements or otherwise bind Foundation.

4. **Due Authorization.** Each of the Parties represents and warrants that (i) it has all requisite power, authority, and capacity to enter this Agreement and to perform its obligations herein; (ii) the execution and delivery of this Agreement by such Party and the consummation of the transactions contemplated herein by such Party have been duly and validly authorized by all necessary action, including all approvals and consents required from any other person or

governmental authority; and (iii) this Agreement constitutes a valid, legally binding Agreement of such Party, enforceable against such Party in accordance with its terms.

5. **Other Instruments.** Each of the Parties hereto represents and warrants that the execution, delivery, and performance of this Agreement by such Party, its compliance with the terms hereof, and the consummation by it of the transactions contemplated herein will not violate, conflict with, result in a breach of, or constitute a default under its certificate of incorporation or other charter instrument, by-laws, or any instrument or agreement to which it is a Party or by which it is bound, any state or federal law, rule or regulation, or any judicial or administrative decree, order, ruling or regulation applicable to it.

6. **Covenant of Further Assistance.** In the event that at any time after the date hereof any further action is necessary or desirable to carry out the purposes of this Partnership Agreement, each Party will cooperate with the other Party and take such further action for such purposes (including the execution and delivery of such further instruments and documents) as the other party reasonably may request and to which the recipient of the request has no reasonable objection

D. Disclaimer of Warranties. FOUNDATION MAKES NO WARRANTIES RELATED TO THE SERVICES PROVIDED BY FOUNDATION OR VENDOR HEREUNDER, AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. DISTRICT ASSUMES TOTAL RESPONSIBILITY FOR ITS USE OF THE RESULTS OBTAINED FROM THE SERVICES. FOUNDATION DOES NOT WARRANT THAT THE SERVICES MEET DISTRICT'S REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR FREE.

E. Limitations of Liability. IN NO EVENT WILL FOUNDATION (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY SERVICES PROVIDED BY FOUNDATION HEREUNDER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR DISTRICT'S MISUSE OF THE CALIFORNIA COLLEGES WEBSITE, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, DATA OR ANY OUTPUT, EVEN IF FOUNDATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AVAILABLE REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THE TOTAL LIABILITY, IF ANY, OF FOUNDATION (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) IN THE AGGREGATE OVER THE TERM OF THIS AGREEMENT FOR ALL CLAIMS, CAUSES OF ACTION OR LIABILITY WHETHER SOUNDING IN

CONTRACT, TORT OR OTHERWISE ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT AND/OR THE SERVICES PROVIDED HEREUNDER (COLLECTIVELY, "CLAIMS"), SHALL BE LIMITED TO THE DISTRICT'S DIRECT DAMAGES, ACTUALLY INCURRED. NOTWITHSTANDING THE FOREGOING, FOUNDATION'S SOLE OBLIGATION IN THE EVENT OF AN ERROR BY FOUNDATION IN THE PERFORMANCE OF ANY SERVICES UNDER THIS AGREEMENT SHALL BE LIMITED TO REPROCESSING APPLICABLE DATA OR REPERFORMING THE SERVICES. FOUNDATION (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) SHALL HAVE NO LIABILITY, EXPRESS OR IMPLIED, WHETHER ARISING UNDER CONTRACT, TORT OR OTHERWISE, FOR ANY CLAIM OR DEMAND: (A) RESULTING DIRECTLY OR INDIRECTLY FROM FOUNDATION'S INTERNAL OPERATIONS, EQUIPMENT, SYSTEMS OR SOFTWARE OWNED OR LICENSED BY FOUNDATION; OR (B) BY THIRD PARTIES, EVEN IF FOUNDATION WAS ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS, EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN. DISTRICT ACKNOWLEDGES THAT FOUNDATION HAS SET ITS FEES, IF ANY, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

F. **Mutual Audit Rights of the Parties.** The Parties shall be entitled to upon reasonable notice to the other party an opportunity to conduct compliance audits under 20 U.S.C. Section 1232g. The Parties shall negotiate the scope, length and terms of such audits in good faith between each Party's representatives.

G. **Independent Status.** Foundation is an independent non-profit entity, in business for itself, which shall perform the specific tasks relative to providing technical support and related Services to fulfill the terms of this Agreement. Foundation does not have the authority to incur any obligation, contractual or otherwise, in the name or on behalf of District.

H. **Waiver.** No verbal or implied waiver of any breach of any provisions of this Partnership Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions in this Agreement. Any waiver by either party must be in writing and delivered to the other party.

I. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

J. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument. If

this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement.

K. Entire Agreement. This Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between Foundation and District regarding such subject matter.

L. Construction of Partnership Agreement. Both parties have participated in the negotiation and drafting of this Agreement. Therefore, the terms and conditions of this Agreement shall not be construed against either party as the drafting party.

M. Authority to Bind.

1. The parties each represent and warrant that the signatories below are authorized to sign this Agreement on behalf of themselves or the party on whose behalf they execute this Agreement.

2. Notwithstanding subparagraph 1, only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for District and only under limited circumstances, which require ratification by the District Governing Board. Foundation agrees not to accept the signature of another other District employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.

3. Notwithstanding Section III., 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.

N. Survival. Sections II, III.D, IV.A-B, V.A-D, VI, VII.A-B, VIII.A-C, and IX.A-O of this Agreement shall survive Termination of the Partnership Agreement.

O. Severability. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible, the same economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.

P. Contract Contingent on Governing Board Approval. District shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by District's Governing Board or (ii) validly and properly executed by the District 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 Foundation absent such formal approval or valid and proper execution.

X. NOTICE

Any request, notice or other communication by either Party shall be given in writing and shall be deemed given when actually delivered, one (1) Business Day after it is entrusted to a courier service of national reputation promising overnight delivery service, or three (3) Business Days after deposited in the United

States Mail for delivery by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

CCGI:

Name: Contracts Manager

Email: cgcicontracts@californiacolleges.edu

Mailing Address:

Foundation for California Community Colleges

Attn: Contracts Department

1102 Q Street, Suite 4800

Sacramento, CA 95811

DISTRICT:

Name: Joshua R. Daniels

Email: ousdlegal@ousd.org

Mailing Address:

Office of General Counsel

Oakland Unified School District

1000 Broadway, Suite 300

Oakland, CA 94607-4099

with copy to:

Name Vinh Trinh

Email: vinh.trinh@ousd.org

Mailing Address:

1000 Broadway, Suite 680, Oakland, CA 94607-4099

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

OAKLAND UNIFIED SCHOOL DISTRICT	FOUNDATION
By: <u>Sondra Aguilera</u>	By: <u>Andrea Meyer</u>
Print Name: <u>Sondra Aguilera</u>	Print Name: <u>Andrea Meyer</u>
Title: <u>Chief Academic Officer</u>	Title: <u>General Counsel and Corporate Secretary</u>
Date: <u>3/1/2022</u>	Date: <u>Mar 1, 2022</u>
DISTRICT <i>(if second signature required)</i>	FOUNDATION
By: <u>G.S.D. Yee</u>	By: <u>N/A</u>
Print Name: <u>Gary Yee</u>	Print Name: _____
Title: <u>President, Board of Education</u>	Title: _____
Date: <u>4/14/2022</u>	Date: _____
	CCGI

	By: N/A _____
	Print Name: _____
	Title: _____
	Date: _____

Approved as to form by OUSD Attorney Carrie M. Rasmussen on 2/25/2022

Carrie M. Rasmussen

EXHIBIT A

NOTICE OF AUTHORIZED THIRD-PARTIES

- I. **Purpose:** Irrespective of the authorized disclosure described in Section III of Exhibit B, “Data Privacy and Security Addendum,” the above-named District (“District”) hereby authorizes and requests the Foundation for California Community Colleges (“Foundation”) on behalf of CCGI to provide access to District’s Student Data and Education Records to Participating Third Parties. District shall inform Foundation of the Participating Third Parties who are authorized to access District’s student data by completing the Form located at <https://californiacolleges.tfaforms.net/4711477> and incorporated by reference. Access is provided via the CaliforniaColleges.edu platform. Educators from Participating Third Parties will be provided “affiliate level” educator accounts that enable them to view student’s academic and college/career plans in real time when a student links themselves to the Participating Third Party as a secondary connection on their account.
- II. **Term:** This Authorization becomes effective on the date this Agreement signed by District. It will remain in effect until termination of this Data Sharing Agreement between the Foundation and District (“the Agreement”).
- III. **Termination:** If at any time District intends to terminate a Participating Third Party’s access to the Student Data and Education Records, District shall immediately notify appropriate Foundation personnel (described in Section X of the Agreement). Foundation shall to the best of its ability terminate the Third Party’s access to the Student Data and Education Records immediately, but in all cases, access shall be terminated within 2 business days.
- IV. **Modification:** If at any time District intends to modify the Participating Third Party’s access to Student Data and Education Records, District shall make a request to the Foundation for approval in writing, as described in the Notice Section of the Agreement. The Foundation will then make the necessary modifications.
- V. **Authorization & Accepted Use:**
 - a. Under this Authorization, District authorizes the approved Participating Third Parties to access all Student Data and Education Records shared by District with CCGI under the Agreement and any User Generated Data entered by users. This authorization is limited to read-only access to Student Data and Education Records. This authorization is further limited only to the individuals and/or departments at each Participating Third Party who have been approved by District.

- b. Through this Authorization, the District expressly acknowledges and confirms that the Participating Third Parties have a legitimate educational interest in the Student Data and Education Records being shared.
- c. Through this Authorization, the District and Foundation expressly acknowledges and confirms that providing access to Student Data and Education Records to Participating Third Parties is in full compliance with the Federal Education Rights and Privacy Act (“FERPA”) and other applicable Federal, State, and Local Laws.
- d. District understands that the Foundation will require any Participating Third Party that is approved for access to District data to accept the terms of use and privacy policy posted on CaliforniaColleges.edu and agree to comply with all the terms and conditions of this Agreement between Foundation and District. Any Participating Third Party shall, at its own expense, indemnify, defend, and hold harmless District from any expense, cost, claim, loss, or liability (collectively, “Loss”) resulting from any Data Breach provided that: the Loss arises solely from Participating Third Party’s Misuse of the CaliforniaColleges Website or System or any action or inaction by Participating Third Party or any officer, director, employee, affiliate, contractor, or subcontractor of Participating Third Party.
- e. Accessed Student Data shall be used only for the purpose of assisting the student in planning or preparing for college or a career and seeking admission to college and financial aid for college. Foundation’s Data Sharing Agreement with Participating Third Parties shall ensure:
 - i. Student data may only be shared with the Third Party’s employees and contractors if they have a legitimate need for the data in order to perform services within this purpose for the students.
 - ii. The Third Party may not disclose the accessed data to subsequent third parties, and must maintain reasonable security procedures to protect the data
 - iii. The Third Party may not sell the accessed data or use them for targeted advertising or to amass a profile about any student except in furtherance of the specific purposes described above.
 - iv. The Third Party must destroy accessed data if requested by the student or by the Foundation or, if the data are provided by a school district, by the school district.

EXHIBIT B

DATA PRIVACY AND SECURITY ADDENDUM

The purpose of this addendum is to provide a more detailed review of federal and state data privacy and security compliance measures that apply to this Agreement, specifically addressing the requirements of the Family Educational Rights and Privacy Act (“FERPA”), the Children’s Online Privacy Protection Act of 1998 (“COPPA”), California Education Code Section 49073.1, commonly referred to as California Assembly Bill 1584 (or “AB 1584”), and California Business and Professions Code Section 22584, commonly referred to as the “Student Online Personal Information Protection Act” (or “SOPIPA”) or “SB 1177”.

The Foundation for California Community Colleges (“Foundation”), on behalf of its fiscally sponsored project, the California College Guidance Initiative (“CCGI”), receives public funding via the state of California, for the purpose of developing, operating, and maintaining the CaliforniaColleges Website (as defined in the Agreement). Foundation, on behalf of CCGI, sub-contracts with a third party vendor (“Vendor”) to perform the development, operation, and maintenance work. Foundation staff perform data analysis, district support, and serve as the direct point of contact for CaliforniaColleges Website users, as well as managing data sharing relationships and technological articulations with institutions of higher education and financial aid providers.

Foundation Contact for Data Privacy and Security Inquiries

Leigh Ranck
Vice President of CaliforniaColleges.edu
California College Guidance Initiative
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
(424) 272-6714
lrnck@californiacolleges.org

Vendor Contacts for Data Privacy and Security Inquiries

Satish Mirle
Chief Executive Officer
MaiaLearning, Inc.
871 Sycamore Drive
Palo Alto, CA 94303
(408) 332-1534
satish@maialearning.com

Barry Coleman
Chief Technology Officer
MaiaLearning, Inc.
871 Sycamore Drive
Palo Alto, CA 94303
(408)718-9636
Barry@maialearning.com

I. DATA COLLECTION

- A. Foundation, on behalf of CCGI, collects the following information from Districts and/or directly from System Users:
 1. Via district-wide electronic transcript file:
 - a) School demographic data
 - b) Student demographic data
 - c) Student course data
 - d) Student test data
 - e) Student ethnicity data
 2. Via district-wide electronic course catalog file:
 - a) Course data
 3. Via CaliforniaColleges.edu:
 - a) Student-generated data resulting from college and career planning activities like college lists, career lists, major lists, and career assessment results.
- B. As indicated in the Agreement, Education Records, including Student Data, collected from the District continue to be the property of and under the control of the District.
- C. A parent, legal guardian, or Eligible Student must contact District to correct any erroneous information that was uploaded by District into a CaliforniaColleges Website account, as the District is responsible for verifying the accuracy of its Student's Data. Upon receipt of a request to amend erroneous information uploaded by District, District shall notify Foundation and provide to the Foundation an amended transcript file with the correct information. Upon receipt of the amended transcript file, Foundation through Vendor shall upload the amended transcript file within a commercially reasonable time.
- D. Upon termination of this Agreement, System Users will be provided notification and instructions on steps to take in order to retain possession and control of their own student-generated data, if applicable.
- E. Unless a System User elects to maintain their CaliforniaColleges Website account beyond the Term of this Agreement, any Student Data uploaded by District will not be retained or available to Foundation or any third party upon termination of this Agreement.

II. DATA USE

- A. The information listed above is used to create student portfolios on the CaliforniaColleges Website for use in college and career planning and guidance activities.
- B. Education Records, including Student Data, may only be used as specifically required or permitted by this Agreement.
- C. Foundation shall not sell, use or permit any third party to use Student Data, including PII, for commercial purposes or for targeted advertising.

III. WHO HAS ACCESS TO DATA (AUTHORIZED DISCLOSURE)

- A. The information from student's portfolios is only disclosed to the officials or employees of the following groups who have a legitimate interest in the information for purposes consistent with this Agreement:
1. Foundation (collects and maintains Student Data)
 2. Vendor (maintains Student Data)
 3. CaliforniaColleges Website and FTP infrastructure (will not access or use content for any purpose other than as legally required and for maintaining services, and will not directly process or access content)
 4. Any Authorized Third Party listed in Exhibit A to this Agreement (can view Student Data once a student has linked their account to that entity)
 5. Any College or College System to which a System User has applied for admission (can be provided Student Data for the purposes of admission, enrollment, matriculation, placement and supportive services)
 6. System-wide Offices of Educational Segments in California and their employees, contractors, and vendors with a legitimate educational interest in the data for the purpose of performing longitudinal analysis, if the Office of Educational Segment receiving the information has entered into a data sharing agreement with the District regarding the information
 7. Any Financial Aid Organization to which a System User has applied for aid, or with whom the District has legally shared Student Data under California law, including, but not limited to, the California Student Aid Commission ("CSAC").
 - a) Under California Education Code §69432.9 Districts are generally required to provide and verify their student's grade point average to the CSAC for the Cal Grant Program application. The Foundation, on behalf of CCGI, and the CSAC may provide PII to CSAC to support CSAC's data matching process by providing CSAC data elements that help to associate the correct SSID with the student's FAFSA if it is launched via the CaliforniaColleges.edu platform. This data matching assistance helps to facilitate the determination of Cal Grant Program eligibility for students who attend and graduate from a District.
 8. The District's County Office of Education for the purpose of assisting in planning or preparing for college or a career, seeking admission to college or financial aid for college, and/or research and analysis to help improve instruction and student success, if the District's County of Education and District have entered into a data sharing agreement regarding the information

9. Foundation may provide Student Data in an aggregated, non-personally identifiable form, to other contracted entities for the purpose of evaluating the impact and effectiveness of the CCGI program, provided the contracted entities agree to comply with all of the terms and conditions of this Agreement, and to, at its own expense, indemnify, defend, and hold harmless District from any expense, cost, claim, loss, or liability (collectively, "Loss") resulting from any Data Breach provided that: the Loss arises solely from the contracted party's Misuse of the CaliforniaColleges Website or System or any action or inaction by contracted party or any officer, director, employee, affiliate, contractor, or subcontractor of contracted party.
- B. The Parties shall maintain policies and procedures for the designation and training of responsible staff members to ensure the confidentiality and security of Student Data. The Foundation provides data security and privacy training on an annual basis to CCGI staff handling student data. The training covers Federal, State, and Local regulations for maintenance of student data, as well as best practices. All new staff undergo data security and privacy training prior to gaining access to CaliforniaColleges.edu. All data is encrypted both at rest and during transmission using commercially reasonable practices.

IV. UNAUTHORIZED DISCLOSURE

- A. The Foundation agrees to maintain an incident response program for purposes of memorializing Foundation's obligations under applicable law in the event Foundation detects any loss due to a Data Breach, or unauthorized access or use of Education Records or Student Data. Upon confirmation of a Data Breach, Foundation will notify District in accordance with its obligations under applicable law.
- B. District is responsible for any notices to parents as may be required under applicable law and for providing the parent(s), guardian(s) or student(s) with an opportunity to inspect and challenge the contents of the Student Data in question. The Foundation shall cooperate with the District in providing such notices and opportunities to review and challenge the content of the Student Data.
- C. The District agrees to cooperate fully with Foundation to ensure Foundation can comply with any notification obligations Foundation may have to student or any other parties for which notification by Foundation may be required under FERPA and any other applicable law.

EXHIBIT C

DATA FILE TECHNICAL SPECIFICATIONS

Exhibit C is included for purposes of more fully describing the Data file and the Data file elements utilized by Foundation for the creation of accounts at www.californiacolleges.edu and to provide transparency with respect to the population of the System Users' plans of study with enrolled and completed courses. In collaboration with district needs, the data File Technical Specifications may be iterated over time.

Refer to the following file specs:

[Student Template](#)

[Course Grade Template](#)

[Test Grade Template](#)

[Course Catalog Template](#)

District agrees to provide a centralized upload (not school site by school site) of Education Records from the local SIS system 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. Files shall be uploaded on a monthly basis. District may conduct these uploads more frequently if desired, however at least one upload per month is required. In order to ensure that student accounts are populated with current and accurate data, the district must provide uploads:

- 1) Phase I data file (at minimum, school demographic information and student demographic information)
 - a. Several weeks prior to the first week of school to ensure that student accounts can be auto-generated and used by educators for training purposes
- 2) Phase II data file (complete electronic transcript file)
 - a. At the start of the school year
 - b. Immediately preceding the CSU and UC Application period (currently October 1-November 30)
 - c. At the end of each term, once grades have posted
 - d. Immediately preceding the district course scheduling period
 - e. At the end of the school year, once final grades have posted and seniors have graduated

The upload protocol is as follows:

- a) Review all data specifications with Foundation/CCGI team for Phase 1 data files (at minimum, school demographic information and student demographic information)
- b) Prepare and upload Phase 1 data files
- c) Make any necessary corrections to Phase 1 data files to meet upload requirements
- d) Conduct final review of testing on test site to ensure accuracy of Phase 1 upload

- e) Review all data specifications with CCGI team for Phase 2 data files (complete electronic transcript file)
- f) Prepare and upload Phase 2 data files
- g) Make any necessary corrections to Phase 2 data files to meet upload requirements
- h) Conduct final review of data on test site to ensure accuracy of Phase 2 upload