



File ID Number	19-0820
Introduction Date	6/26/19
Enactment Number	19-1053
Enactment Date	6/26/18
By	er

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

June 26, 2019

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Preston Thomas, Network Superintendent, High School
Rebecca Lacocque, Director, High School Linked Learning Office

Subject: Grant Agreements, Terms and Conditions, and Data Sharing Agreement - Project Lead The Way (PLTW) - High School Linked Learning Office

ACTION REQUESTED:

Approval by the Board of Education of Grant Agreements totaling \$40,000.00; and Data Sharing Agreement between the District and Project lead The Way (PLTW), to offset the costs associated with the PLTW launch and Engineering Design programs, for the period of June 1, 2019 through May 31, 2020, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant award for OUSD schools for the 2019-2020 fiscal year was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant agreement packets are attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
19-0820	Yes	Grant	Oakland Unified School District Elementary Schools: Madison Park Academy (Primary), West Oakland Middle, Oakland High, and McClymonds High Schools.	These grant purchases will enable schools to have teachers trained in high-quality content and to purchase all related hands-on learning materials. The funds will offset the costs associated with the PLTW launch program.	June 1, 2019 - May 31, 2020	Project Lead The Way Grant	\$40,000.00

DISCUSSION:

The district created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student achievement
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and a completed grant application for the program listed in the chart by the school.

FISCAL IMPACT:

The total amount of grants will be provided to OUSD schools from the funders.

- Grants valued at: \$40,000.00

RECOMMENDATION:

Approval by the Board of Education of Grant Agreements and Data Sharing Agreement for OUSD schools for fiscal year 2019-2020, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

Grant Face Sheet

Grant Agreements (by participating school)

Data Sharing Agreement

OUSD Grants Management Face Sheet

Title of Grant: Project Lead The Way (PLTW)	Funding Cycle Dates: June 1, 2019 through May 31, 2020
Grant's Fiscal Agent: Project Lead The Way Michelle R. Gough, SVP, Chief Legal/ Assessment Officer 3939 Priority Way South Drive, Suite 400 Indianapolis, Indiana 46240 Email: mgough@pltw.org	Grant Amount for Full Funding Cycle: \$10,000.00 Annually Total amount not to exceed \$40,000.00
Funding Agency: Project Lead The Way 3939 Priority Way South Drive, Suite 400 Indianapolis, Indiana 46240 1-877-335-7589 (317) 669-0200	Grant Focus: To offset the costs associated with the Project Lead The Way Launch and Engineering Design programs.
List all School(s) or Department(s) to be Served: Madison Park Academy (Primary), West Oakland Middle School, McClymonds High School, and Oakland High School.	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Project Lead the Way offers industry-standard curriculum in Computer Science, Engineering, and Biomedical Health. This grant will enable schools to have teachers trained in high-quality curriculum and to purchase all related hands-on learning materials.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 3.98% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	Each funded school site submits a report directly to PLTW which includes student enrollment in PLTW classes and basic academic performance data.
Does the grant require any resources from the school(s) or district? If so, describe.	No
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No
Will the proposed program take students out of the classroom for any portion of the school day?	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Rebecca Lacocque, Director High School Linked Learning Office 1000 Broadway, Suite 440 Oakland, CA 94607 510 879-4616 Rebecca.lacocque@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Linked Learning Director	Rebecca Lacocque	<i>Rebecca Lacocque</i>	5/9/19
Chief Academic Officer	Sondra Aguilera	<i>Sondra Aguilera</i>	5/8/19

Grant Office Obtained Approval Signatures:

Entity	Name	Signature	Date
Fiscal Officer			
Superintendent	Kyla Johnson Trammell		



Grant Agreement

Grantee:	Madison Park Primary
Grant Amount	\$10,000.00
Purpose of Grant	To offset the costs associated with the PLTW Launch program.
Award Date	February 27, 2019
Grant Period Start	June 1, 2019
Grant Period End	May 31, 2020

Payment Schedule	
School Year	Amount
2019-2020	\$10,000.00

This grant is awarded by **Project Lead The Way, Inc. (PLTW)** and is subject to your PLTW agreement, and the following additional grant requirements:

- A. This grant may be used only for the PLTW Launch program. Grantee must add additional PLTW Launch modules OR train a new PLTW teacher OR add another grade to the program.
- B. This grant may be used during the period stated above; however, as described in Section H, continued access to PLTW curriculum and resources following the initial grant year is contingent upon meeting the requirements of the grant, including but not limited to the submission of annual reports as required under section H. Funds may be carried over to subsequent years, but must be spent by the end date of the final grant year. Any unspent funds will need to be returned to PLTW.
- C. The allowable expenses of the grant are checked below:
 - PLTW Participation Fee
 - Core Training and related expenses
 - Required computers and/or tablets
 - Program required equipment and supplies
 - Equipment and supplies listed as "Optional"
 - Other:
- D. The unallowable expenses of the grant are checked below:

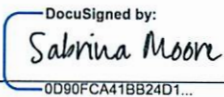
- Salaries or Stipends
- Benefits
- Meals
- Infrastructure
- Renovations
- Indirect Costs
- Equipment and supplies listed as "Optional"
- Any other expenses not specified as allowable
- Participation Fees

- E. Grantee will provide PLTW grant reports by April 15 of each grant year. The reporting requirements are to be managed in the My Grants section of myPLTW. Submitting timely reports is the responsibility of the district/school receiving the grant and PLTW reserves the right to determine satisfactory progress. PLTW grantees must also be in good standing in order to receive any future grant funding.
- F. Grantee will provide promptly such additional information, reports, required data collection and surveying, and documents as PLTW may request and will allow PLTW and its representatives to have reasonable access to files, records, accounts, or personnel that are associated with this grant, for the purpose of financial reviews, verifications, or program evaluations as may be deemed necessary by PLTW. Any such information, reports, documents or access shall be limited to the evaluation of the PLTW Program and the grant funding, and shall be made consistent with any applicable federal or state laws relating to the provision of such information.
- G. Grantee agrees and allows PLTW to enter into a data share agreement with Grantor or its designated research firm to share data for evaluation purposes, as allowed under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99) and any applicable state or federal regulations. PLTW will not share any personally identifiable data, and the Grantor will not use the data for commercial purposes, but Grantor may share information about program impact data to support its mission as related to this grant program.
- H. PLTW reserves the right to require a total or partial refund of any grant funds and may limit access to PLTW curriculum and support resources if Grantee has not fully complied with the terms and conditions of this grant. Failure to submit reports under Section E, may constitute a basis for PLTW to require a refund or for PLTW to limit access to PLTW curriculum and support.

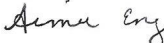

- I. Grantee agrees that execution of this document represents both its acceptance of the Grant funds subject to the terms of this agreement as well as Grantee's authorization for Participation Confirmation for programs set forth in this document. Grantee acknowledges this agreement, and the PLTW Terms and Conditions constitute the entire understanding between the Grantee and PLTW during the Terms of this Agreement. Upon execution of the Grant Agreement, participant shall receive written confirmation of the grant funded programs contemplated by this agreement.

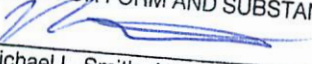
Site Name	PLTW Program
Madison Park Primary	PLTW Launch

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the PLTW grant, and hereby certify my authority to execute this agreement on Grantee's behalf.

Authorized Signer: 
 Name: Sabrina Moore
 Title: Principal
 Date: 3/10/2019

Legislative File Id. No. 19-0820
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 Enactment Date: 6/27/19
 By: er

Oakland Unified School District

 Aimee Eng, President, Board of Education 6/27/19

 Kyla Johnson Trammell, Secretary, Board of Education 6/27/19

OAKLAND UNIFIED SCHOOL DISTRICT
 Office of the General Counsel
 APPROVED FOR FORM AND SUBSTANCE
 By: 
 Michael L. Smith, Attorney at Law
 rec'd 5/9/19



Grant Agreement

Grantee:	West Oakland Middle
Grant Amount	\$10,000.00
Purpose of Grant	To offset the costs associated with the PLTW Gateway program.
Award Date	February 27, 2019
Grant Period Start	June 1, 2019
Grant Period End	May 31, 2020

Payment Schedule	
School Year	Amount
2019-2020	\$10,000.00

This grant is awarded by **Project Lead The Way, Inc. (PLTW)** and is subject to your PLTW agreement, and the following additional grant requirements:

- A. This grant may be used only for the PLTW Gateway program. Grantee must add at least one PLTW Gateway unit OR train a new PLTW teacher OR offer additional sections of PLTW courses.
- B. This grant may be used during the period stated above; however, as described in Section H, continued access to PLTW curriculum and resources following the initial grant year is contingent upon meeting the requirements of the grant, including but not limited to the submission of annual reports as required under section H. Funds may be carried over to subsequent years, but must be spent by the end date of the final grant year. Any unspent funds will need to be returned to PLTW.
- C. The allowable expenses of the grant are checked below:
- PLTW Participation Fee
 - Core Training and related expenses
 - Required computers and/or tablets
 - Program required equipment and supplies
 - Equipment and supplies listed as "Optional"
 - Other:
- D. The unallowable expenses of the grant are checked below:

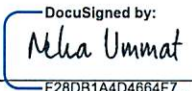
- Salaries or Stipends
- Benefits
- Meals
- Infrastructure
- Renovations
- Indirect Costs
- Equipment and supplies listed as "Optional"
- Any other expenses not specified as allowable
- Participation Fees

- E. Grantee will provide PLTW grant reports by April 15 of each grant year. The reporting requirements are to be managed in the My Grants section of myPLTW. Submitting timely reports is the responsibility of the district/school receiving the grant and PLTW reserves the right to determine satisfactory progress. PLTW grantees must also be in good standing in order to receive any future grant funding.
- F. Grantee will provide promptly such additional information, reports, required data collection and surveying, and documents as PLTW may request and will allow PLTW and its representatives to have reasonable access to files, records, accounts, or personnel that are associated with this grant, for the purpose of financial reviews, verifications, or program evaluations as may be deemed necessary by PLTW. Any such information, reports, documents or access shall be limited to the evaluation of the PLTW Program and the grant funding, and shall be made consistent with any applicable federal or state laws relating to the provision of such information.
- G. Grantee agrees and allows PLTW to enter into a data share agreement with Grantor or its designated research firm to share data for evaluation purposes, as allowed under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99) and any applicable state or federal regulations. PLTW will not share any personally identifiable data, and the Grantor will not use the data for commercial purposes, but Grantor may share information about program impact data to support its mission as related to this grant program.
- H. PLTW reserves the right to require a total or partial refund of any grant funds and may limit access to PLTW curriculum and support resources if Grantee has not fully complied with the terms and conditions of this grant. Failure to submit reports under Section E, may constitute a basis for PLTW to require a refund or for PLTW to limit access to PLTW curriculum and support.

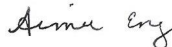
- I. Grantee agrees that execution of this document represents both its acceptance of the Grant funds subject to the terms of this agreement as well as Grantee's authorization for Participation Confirmation for programs set forth in this document. Grantee acknowledges this agreement, and the PLTW Terms and Conditions constitute the entire understanding between the Grantee and PLTW during the Terms of this Agreement. Upon execution of the Grant Agreement, participant shall receive written confirmation of the grant funded programs contemplated by this agreement.

Site Name	PLTW Program
West Oakland Middle	PLTW Gateway

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the PLTW grant, and hereby certify my authority to execute this agreement on Grantee's behalf.

Authorized Signer: 
 Name: _____ Neha Ummat
 Title: _____ Principal
 Date: _____ 4/22/2019

OAKLAND UNIFIED SCHOOL DISTRICT




Aimee Eng, President, Board of Education 6/27/19



Kyla Johnson Trammell, Secretary, Board of Education 6/27/19

Legislative File Id. No. 19-0820
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 By: _____ er

OAKLAND UNIFIED SCHOOL DISTRICT
 Office of the General Counsel
 APPROVED FOR FORM AND SUBSTANCE

By: 
 Michael L. Smith, Attorney at Law

REC'D 5/9/19



Grant Agreement

Grantee:	McClymonds High School
Grant Amount	\$10,000.00
Purpose of Grant	To offset the costs associated with the PLTW Engineering program.
Award Date	February 27, 2019
Grant Period Start	June 1, 2019
Grant Period End	May 31, 2020

Payment Schedule	
School Year	Amount
2019-2020	\$10,000.00

This grant is awarded by **Project Lead The Way, Inc. (PLTW)** and is subject to your PLTW agreement, and the following additional grant requirements:

- A. This grant may be used only for the PLTW Engineering program. Grantee must add at least one PLTW Engineering course OR train a new PLTW teacher OR offer additional sections of PLTW courses.
- B. This grant may be used during the period stated above; however, as described in Section H, continued access to PLTW curriculum and resources following the initial grant year is contingent upon meeting the requirements of the grant, including but not limited to the submission of annual reports as required under section H. Funds may be carried over to subsequent years, but must be spent by the end date of the final grant year. Any unspent funds will need to be returned to PLTW.
- C. The allowable expenses of the grant are checked below:
- PLTW Participation Fee
 - Core Training and related expenses
 - Required computers and/or tablets
 - Program required equipment and supplies
 - Equipment and supplies listed as "Optional"
 - Other:
- D. The unallowable expenses of the grant are checked below:

- Salaries or Stipends
- Benefits
- Meals
- Infrastructure
- Renovations
- Indirect Costs
- Equipment and supplies listed as "Optional"
- Any other expenses not specified as allowable
- Participation Fees

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- F. Grantee will provide promptly such additional information, reports, required data collection and surveying, and documents as PLTW may request and will allow PLTW and its representatives to have reasonable access to files, records, accounts, or personnel that are associated with this grant, for the purpose of financial reviews, verifications, or program evaluations as may be deemed necessary by PLTW. Any such information, reports, documents or access shall be limited to the evaluation of the PLTW Program and the grant funding, and shall be made consistent with any applicable federal or state laws relating to the provision of such information.
- G. Grantee agrees and allows PLTW to enter into a data share agreement with Grantor or its designated research firm to share data for evaluation purposes, as allowed under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99) and any applicable state or federal regulations. PLTW will not share any personally identifiable data, and the Grantor will not use the data for commercial purposes, but Grantor may share information about program impact data to support its mission as related to this grant program.
- H. PLTW reserves the right to require a total or partial refund of any grant funds and may limit access to PLTW curriculum and support resources if Grantee has not fully complied with the terms and conditions of this grant. Failure to submit reports under Section E, may constitute a basis for PLTW to require a refund or for PLTW to limit access to PLTW curriculum and support.

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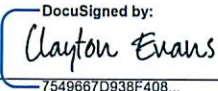
Site Name

McClymonds High School

PLTW Program

PLTW Engineering

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the PLTW grant, and hereby certify my authority to execute this agreement on Grantee's behalf.

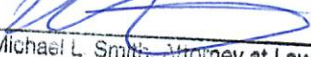
Authorized Signer: 
 Name: Clayton Evans
 Title: Engineering Pathway Director, Teacher
 Date: 4/8/2019

OAKLAND UNIFIED SCHOOL DISTRICT

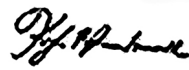
Aimee Eng
Aimee Eng, President, Board of Education 6/27/10

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OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM AND SUBSTANCE

By: 
Michael L. Smith, Attorney at Law

REC'D 5/19/19


Kyla Johnson Trammell, Secretary, Board of Education 6/27/19



Grant Agreement

Grantee:	Oakland High School
Grant Amount	\$10,000.00
Purpose of Grant	To offset the costs associated with the PLTW Engineering program.
Award Date	February 27, 2019
Grant Period Start	June 1, 2019
Grant Period End	May 31, 2020

Payment Schedule	
School Year	Amount
2019-2020	\$10,000.00

This grant is awarded by **Project Lead The Way, Inc. (PLTW)** and is subject to your PLTW agreement, and the following additional grant requirements:

- A. This grant may be used only for the PLTW Engineering program. Grantee must add at least one PLTW Engineering course OR train a new PLTW teacher OR offer additional sections of PLTW courses.
- B. This grant may be used during the period stated above; however, as described in Section H, continued access to PLTW curriculum and resources following the initial grant year is contingent upon meeting the requirements of the grant, including but not limited to the submission of annual reports as required under section H. Funds may be carried over to subsequent years, but must be spent by the end date of the final grant year. Any unspent funds will need to be returned to PLTW.
- C. The allowable expenses of the grant are checked below:
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 - Core Training and related expenses
 - Required computers and/or tablets
 - Program required equipment and supplies
 - Equipment and supplies listed as "Optional"
 - Other:
- D. The unallowable expenses of the grant are checked below:

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- Benefits
- Meals
- Infrastructure
- Renovations
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- Participation Fees

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- G. Grantee agrees and allows PLTW to enter into a data share agreement with Grantor or its designated research firm to share data for evaluation purposes, as allowed under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99) and any applicable state or federal regulations. PLTW will not share any personally identifiable data, and the Grantor will not use the data for commercial purposes, but Grantor may share information about program impact data to support its mission as related to this grant program.
- H. PLTW reserves the right to require a total or partial refund of any grant funds and may limit access to PLTW curriculum and support resources if Grantee has not fully complied with the terms and conditions of this grant. Failure to submit reports under Section E, may constitute a basis for PLTW to require a refund or for PLTW to limit access to PLTW curriculum and support.

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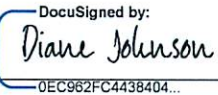
Site Name

Oakland High School

PLTW Program

PLTW Engineering

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the PLTW grant, and hereby certify my authority to execute this agreement on Grantee's behalf.

Authorized Signer: 
 Name: Diane Johnson
 Title: Academy Director
 Date: 3/13/2019

OAKLAND UNIFIED SCHOOL DISTRICT



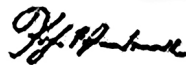
Aimee Eng, President, Board of Education 6/27/19

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Michael L. Smith, Attorney at Law

REC'D 3/19/19



Kyla Johnson Tramell, Secretary, Board of Education 6/27/19

Legislative File Id. No.
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By:

**DATA SHARING AGREEMENT BY AND BETWEEN
PROJECT LEAD THE WAY AND
OAKLAND UNIFIED SCHOOL DISTRICT**

I. PARTIES

This Data Sharing Agreement (“Agreement”) establishes the terms by which data will be shared between PROJECT LEAD THE WAY (“RECIPIENT” or “PLTW”) and Oakland Unified School District (“OUSD” or “DISTRICT”) (collectively referred herein as “the Parties”). The Parties agree that the Terms and Conditions, to which the Parties have previously agreed, shall govern their relationship, including the extent to which any provision contained in the Agreement conflicts with the Terms and Conditions.

II. PURPOSE

Project Lead The Way requires a data sharing agreement with Grantor for evaluation purposes. PLTW will not share any personally identifiable data, and the Grantor will not use the data for commercial purposes, but Grantor may share information about program impact data to support its mission as related to this program.

III. TERM

The term of this Agreement shall be from JULY 1, 2018 to JUNE 30, 2019. The term may be extended with the written consent of both Parties.

IV. CONTENT/SCOPE OF SERVICE

Subject to the conditions stated herein, the Parties agree to share the following aggregate data:

- a. Whole school enrollment numbers
- b. Number of students by grade level
- c. Number of students enrolled in Project Lead The Way
- d. Number of students enrolled in School and Project Lead The Way by
 - i. Race
 - ii. Ethnicity
 - iii. Economically Disadvantaged

V. FERPA – PERSONALLY IDENTIFIABLE INFORMATION

The data to be shared under this Agreement does **not** include personally identifiable information of students as defined under the Family Education Records Privacy Act of 1974 (“FERPA”) (see 20 U.S.C. § 1232g).

The data to be shared under this Agreement **may** include personally identifiable information of students as defined under the Family Education Records Privacy Act of 1974

DATA SHARING AGREEMENT
OAKLAND UNIFIED SCHOOL DISTRICT/PROJECT LEAD THE WAY
Pg. 2 of 8

("FERPA") (see 20 U.S.C. § 1232g). Disclosure is permitted based on the following exemption (check all that apply):

X RECIPIENT is a contractor, consultant, volunteer, or other party to whom the DISTRICT has outsourced institutional services or functions and:

- (1) Performs an institutional service or function for which the DISTRICT would otherwise use employees;
- (2) Is under the direct control of DISTRICT with respect to the use and maintenance of education records; and
- (3) Is subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and redisclosure of personally identifiable information from education records.

- RECIPIENT receives personally identifiable student information in connection with financial aid for which the student has applied or which the student has received, and the information is necessary for such purposes as to:

- (A) Determine eligibility for the aid;
- (B) Determine the amount of the aid;
- (C) Determine the conditions for the aid; or
- (D) Enforce the terms and conditions of the aid.

- RECIPIENT is an organization conducting studies for, or on behalf of the DISTRICT to:

- (A) Develop, validate, or administer predictive tests;
- (B) Administer student aid programs; or
- (C) Improve instruction.

AND

RECIPIENT further agrees:

(A) The study shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the RECIPIENT who have legitimate interests in the information;

(B) The information shall be destroyed when no longer needed for the purposes for which the study was conducted; and

(C) The RECIPIENT shall use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in this Agreement.

DATA SHARING AGREEMENT
OAKLAND UNIFIED SCHOOL DISTRICT/PROJECT LEAD THE WAY
Pg. 3 of 8

- RECIPIENT is, subject to the requirements of 34 C.F.R. § 99.34, to officials of another school, school system, or institution of postsecondary education where the 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.
- RECIPIENT is, subject to the requirements of 34 C.F.R. § 99.35, an authorized representative of:
 - (i) The Comptroller General of the United States;
 - (ii) The Attorney General of the United States;
 - (iii) The Secretary; or
 - (iv) State and local educational authorities.
- RECIPIENT will first obtain written consent from the student's parent/legal guardian (or the student if s/he is no longer a minor) and provide copies to the DISTRICT. The consent form will identify with specificity the information to be disclosed.

VI. DIRECTORY INFORMATION

X The data to be shared under this Agreement includes identifiable "directory information" as defined under 20 U.S. Code § 1232g (a)(5). Such information may include the student's:

- name,
 - address,
 - telephone listing,
 - date and place of birth,
 - major field of study,
 - participation in officially recognized activities and sports,
 - weight and height of members of athletic teams,
 - dates of attendance,
 - degrees and awards received, and/or
 - the most recent previous educational agency or institution attended by the student.
- a. The Parties understand that the following information is not "directory information" and cannot be disclosed as identifiable information unless an exemption applies under Section IV above:
- ethnicity or race
 - gender
 - nationality
 - social security number
 - religious affiliation
 - grades or grade point average (GPA)
- b. **Public Notice.** Prior to disclosure of directory information, the District shall give public notice on an annual basis which identifies the categories of such information and the

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RECIPIENT. Parents shall have a reasonable period of time after such notice has been given for to inform the DISTRICT that any or all of the information designated should not be released without the parent's prior consent. (20 U.S. Code § 1232g (a)(5); see also California Education Code sections 49061, 49073.)

- c. **McKinney-Veto Homeless Assistance Act.** RECIPIENT shall not receive identifiable information (directory or otherwise) regarding students who are regarded as "homeless children and youths" under the McKinney-Vento Homeless Assistance Act (see 42 U.S. Code § 11434a) unless RECIPIENT obtains express written consent from the student's parent/legal guardian (or the student if s/he is not a minor). Students covered under this requirement shall include:
- i. children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
 - ii. children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of 42 U.S. Code § 11302(a)(2)(C));
 - iii. children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
 - iv. migratory children (as such term is defined in 20 U.S. Code § 6399) who qualify as homeless for the purposes of this part because the children are living in circumstances described in clauses (i) through (iii) above.

VII. COPPA

- a. To the extent RECIPIENT shall be obtaining data directly from students, RECIPIENT agrees to comply with all obligations (if applicable) of the Children's Online Privacy Protection Act (15 U.S.C. §§ 6501–6506).

VIII. RECIPIENT'S RESPONSIBILITIES

- a. **Scope of Access.** Recipient shall obtain access to only those education records in which they have legitimate educational interests.
- b. **Compliance.** All RECIPIENT employees, contractors and agents of any kind shall comply with all applicable provisions of this Agreement, FERPA and any other state or federal laws with respect to the data shared under this Agreement. RECIPIENT agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor or agent with access to data pursuant to this Agreement. Nothing in this paragraph authorizes sharing data provided under this Agreement with any other entity for any purpose other than completing the RECIPIENT'S work under this Agreement.

- c. **Storage.** RECIPIENT shall maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from the RECIPIENT to any other institution or entity or unauthorized individual or agent. Any cloud storage or processing will require the express written consent of DISTRICT. Data from DISTRICT shall not be taken outside the United States.
- d. **Publication.** RECIPIENT shall not to disclose any data obtained under this Agreement in a manner that could identify an individual student, except as authorized by FERPA, to any other entity. RECIPIENT may publish results of general information (e.g., scope of participation), but specifically agrees to delete any data items that include identifiable student information, and to require all employees, contractors and agents of any kind to also abide by this paragraph.
- e. **Data Transfer.** Data provided under this Agreement shall be transferred via a secure and private channel.
- f. **Prohibited Disclosure.** RECIPIENT shall not provide any data obtained under this Agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under Sections 99.67(c), (d), or (e) of Title 34, Code of Federal Regulations.
- g. **Destruction of Data.** RECIPIENT shall destroy all data and provide verification in writing of the destruction of all copies of the data obtained under this Agreement to the DISTRICT within six (6) months if this Agreement is terminated for any reason. All data no longer needed shall be destroyed or returned to the DISTRICT in compliance with 34 CFR Section 99.35(b)(2). RECIPIENT agrees to require all employees, contractors, or agents of any kind to comply with this provision.
- h. **Data Requests.** The DISTRICT may decline to comply with a request if it determines that providing the data requested would not be in the best interest of the DISTRICT. All requests shall include a written statement of the purpose for which it is requested and an estimation of the time needed to complete the project for which the data is requested. Data requests may be submitted in writing by post, electronic mail or facsimile.
- i. **Assignment/Subcontractors.** RECIPIENT shall not assign or subcontract this Agreement to any other entity without the express written consent of the DISTRICT.

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- j. **Authorized Representative.** The Parties shall designate in writing a single authorized representative from each organization who will be able to send and request data under this Agreement. The authorized representatives shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the completion of any projects and the return or destruction data as required by this Agreement. The DISTRICT or its agents may upon request review the records required to be kept under this section.

DISTRICT REPRESENTATIVE

Name: Rebecca Lacocque

Title: Linked Learning Director

Address: 1000 Broadway, Suite 440
Oakland, CA 94607

Email: rebecca.lacocque@ousd.org

Telephone: 510-879-4616

Fax:

RECIPIENT REPRESENTATIVE

Name: Michelle R. Gough

Title: SVP, Chief Legal/Assessment
Officer

Address: 3939 Priority Way South Dr.
Suite 400
Indianapolis, Indiana 46240

Email: mgough@pltw.org

Telephone:

Fax:

- k. **Termination.** This Agreement takes effect upon signature by the authorized representative of each party and will remain in effect until termination of this agreement (see Term above). The parties further understand that the DISTRICT may cancel this Agreement at any time, upon thirty (30) days' notice. The DISTRICT specifically reserves the right to cancel this Agreement should the DISTRICT, in its sole discretion, determine that student information has been released in a manner inconsistent with this Agreement, has not been maintained in a secure manner, or that substantially similar data access has become generally available through any other mechanism approved by the DISTRICT.
- l. **Ownership.** RECIPIENT understands that this Agreement does not convey ownership of data to the RECIPIENT. The DISTRICT shall remain owner of the data at all times.
- m. **Intellectual Property.** RECIPIENT shall not publish any work based on the data obtained through this Agreement without the prior written consent of the DISTRICT. In order to protect the confidentiality of previously identified directory information disclosed to the RECIPIENT, the authorized representatives agree to provide to the DISTRICT any proposed publications or presentations which are to make public any findings, data, or results based on the data obtained through this Agreement for the DISTRICT's review at least thirty (30) days prior to submission

of said publication or the date of the presentation. The DISTRICT reserves the right to withdraw consent at any time.

- n. **Distribution.** RECIPIENT will provide the DISTRICT with an electronic copy of the final versions of any and all reports or other documents based on the data obtained through this Agreement (if applicable). The DISTRICT, as the owner of the data, reserves the right to distribute and otherwise use the final report and associated documents in its discretion, in sum or in part. The RECIPIENT or its agents retain the right to publish findings in other publications, provided that prior notice of report is first shared with the DISTRICT and the DISTRICT's approval is first obtained.
- o. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regards to data sharing 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.
- p. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- q. **Applicable Law.** This Agreement shall 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. Should any litigation be commenced between the parties hereto relating to the construction, effect, breach or enforcement of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

Entered into this 27th day of June, 2019.

Aimee Eng

Accepted on behalf of the Oakland Unified School District

Aimee Eng, President, Board of Education 6/27/19

By: *Kyla Johnson-Trammell*
Kyla Johnson-Trammell, Superintendent
Oakland Unified School District

Date: 6/27/19

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM AND SUBSTANCE

By: *[Signature]*
Michael L. Smith, Attorney at Law

Accepted on behalf of the RECIPIENT

cc'd 8/9/19

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OAKLAND UNIFIED SCHOOL DISTRICT/PROJECT LEAD THE WAY
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By: DocuSigned by:
Glade T. Montgomery Date: _____
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Glade T. Montgomery, Senior Vice President and Chief of Staff
Print Name, Title

By: _____ Date: _____
Authorized Representative

Print Name, Title