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OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Tony Smith, Ph.D., Superintendent  
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date**  
(To be completed by Procurement) 12/12/12

**Subject** Memorandum of Understanding for Sharing of Information between the Institute for Evidence-Based Change (IEBC) Linked Learning District Data Initiative/Transitions Data Initiative and the Oakland Unified School District

**Action Requested** Approval of the Memorandum of Understanding for Sharing Information between Oakland Unified School District and the Institute for Evidence-Based Change (IEBC) for the period of October 15, 2012 through August 31, 2017.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.* The purpose of this MOU is to establish data sharing with the Institute for Evidence-Based Change to support the Linked Learning District Data Initiative/Transitions Data Initiative. OUSD is one of nine California districts participating in this data initiative that follows students in linked learning pathways into post-secondary education.

**Discussion**  
*One paragraph summary of the scope of work.* The Linked Learning District Data Initiative/Transitions Data Initiative collects, analyzes, and shares student data in order to track performance and improve success from elementary school through university. IEBC will collect OUSD K-12 student data and will be able to link these data to community college and university data through its data sharing agreements with participating postsecondary institutions.

**Recommendation** Approval of the Memorandum of Understanding for Sharing Information between Oakland Unified School District and the Institute for Evidence-Based Change (IEBC) for the period of October 15, 2012 through August 31, 2017.

**Fiscal Impact** No funding impact.

**Attachments**

- Memorandum of Understanding for Sharing of Information between the Oakland Unified School District and the Institute for Evidence-Based Change




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In support of the Linked Learning District Data Initiative and reporting system, Oakland Unified School District agrees to share National Student Clearinghouse (NSC) postsecondary data about the District's current and former students, which they receive from College Summit, with the Institute for Evidence-Based Change (IEBC). Under this agreement, the District will provide data to IEBC, with the following provisions:

1. Oakland Unified School District agrees to accept liability for any issues related to data use and privacy, including issues related to redisclosure of the data; and will hold IEBC harmless from any and all liability arising from the District's redisclosure of data received from College Summit to IEBC.
2. IEBC agrees to anonymize any personally identifiable student data before incorporating it into our data system and to destroy any personally identifiable student data received from the School when it is no longer needed for the project and no later than seventeen years from the date the data is first received. IEBC agrees to comply with the Linked Learning District Data System project notification dated October 26, 2011, as well as the terms of the data sharing agreement with IEBC (formerly CalPASS) dated February 17, 2011 specifically including, but not limited to, restrictions on the use of the data provided therein.

Oakland Unified School District

  
Signature 11/2/12  
Date

Anthony Smith  
Print Name

Superintendent  
Title (legal notices will be sent to this individual)

1025 Second Avenue  
Street Address

Oakland, CA 94606-2212  
City/State/Zip

(510) 273-3218  
Telephone

tony.smith@ousd.k12.ca.us  
Email

The Institute for Evidence Based Change

  
Signature 11/6/12  
Date

Brad Phillips  
Print Name

CEO  
Title

2236 Encinitas Blvd., Suite G  
Street Address

Encinitas, CA 92024-4354  
City/State/Zip

(760) 436-1477  
Telephone

info@iebcnow.org  
Email



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## MEMORANDUM OF UNDERSTANDING

### TRANSITIONS DATA INITIATIVE

This Memorandum of Understanding, herein referred to as “MOU,” is entered into by and between those school districts, community college districts, colleges, and universities (herein collectively “educational institutions” or “consortium members”) who elect to accept its terms pursuant to Section 11 herein.

#### PREAMBLE

The Transitions Data Initiative collects, analyzes, and shares student data in order to track performance and improve success from elementary school through university. To that end, Transitions Data Initiative will coordinate the process of member educational institutions sharing academic performance data concerning students who have or who are attending their institutions by facilitating the transfer of data from the member educational institutions, ensuring the confidentiality of records and their consistency with FERPA (Family Education Rights and Privacy Act) guidelines, and providing technical assistance to member educational institutions.

The Transitions Data Initiative is managed and implemented by the Institute for Evidence-Based Change (IEBC) in partnership with the Grossmont-Cuyamaca Community College District (GCCCD). These organizations (herein collectively “Transitions Data Initiative managers”) have over a decade of experience successfully partnering to manage data sharing efforts. Ground-breaking data sharing in California education initiated by IEBC and GCCCD has resulted in local instructional and curriculum improvements and increased student success throughout the state.

The educational institutions who choose to participate in this MOU desire to evaluate and improve their respective educational programs through the analysis of academic performance data concerning students who have attended or who are now attending another member institution. It is necessary, therefore, for the educational institutions to share student data on a reciprocal basis for the purpose of evaluating and analyzing their respective educational programs.

The Transitions Data Initiative also is designed to conduct certain studies intended for the improvement of instruction on behalf of its members. Education institutions will be notified of this data use and third party organizations participating in such studies will agree to the data use and confidentiality regulations outlined in this MOU.

THEREFORE, the educational institutions agree to the following terms of this MOU:

1. Data Sharing
  - a. Submissions from members: Data submissions are specific to the education segment level (K12, community college, or university) and are student-level transcript data, including but not limited to enrollment, demographic information, course, test, award, and attendance data. Additional data may be submitted through a custom file if associated with a funded project (see Section 12). The data shall be provided at least annually consistent with the dates established by Transitions Data Initiative administration. Said data shall be provided in the manner and form as specified by Transitions Data Initiative. The Transitions Data Initiative will design submission formats in-line with other state mandated submission formats (e.g., CALPADS, California Community College Chancellor’s Office). Submitting institutions agree to review submission reports for suspicious data and correct submissions as necessary.

August 27, 2012

- b. **Data Access:** The educational institutions shall have access to data from all other member institutions for common students. The Transitions Data Initiative is a reciprocal data sharing effort. Institutions that do not submit data will be denied access to reporting tools and other members' data.
  - i. **Individual records:** Anonymized student-level records are available for all students who go to or from a member education institution from all other members. Another organization may access student-level course records from your organization only for shared students. The Transitions Data Initiative provides student data from its members in an anonymous form to recognized educational research institutions for analysis in research concerning the improvement of instruction at the request of consortium members.
  - ii. **Web-based queries and Data Visualization Tools:** This form of data access will track cohorts of students to and from your institution in aggregate among all other members.
  - iii. **Ad hoc special reports:** Available only from funded and member-approved projects. The data reporting level (e.g., by district, by school, aggregate across state) will be specific to the project, which will be described in the project notification send to member institutions.
- c. **Data Use:** The data shall be used only for conducting studies for the purpose of improving instruction. Any data received pursuant to this Memorandum shall be destroyed when it is no longer needed for the studies and no later than seventeen years from the date the data is first received. To ensure data quality, education members are expected to perform the professionally required validity, consistency, and reasonability checks before using information. Education institutions and the Transition Data Initiative research efforts agree to acknowledge in all internal and external reports, presentations, publications, press releases and/or research announcements that utilize Transition Data Initiative data that the source of the data is the Transition Data Initiative.

2. Confidentiality

The educational institutions will maintain the confidentiality of any and all student data exchanged by each as a part of this MOU. The confidentiality requirements under this paragraph shall survive the termination or expiration of this MOU or any subsequent agreement intended to supersede this MOU or the withdrawal of any consortium member. To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this MOU, educational institutions as well as the Transitions Data Initiative managers, shall establish a system of safeguards that will at minimum include the following:

- a. Procedures and systems that ensure all student records are kept in secured facilities and access to such records is limited to personnel with legitimate interests who are authorized to have access to said data under this section of the MOU.
- b. All designated consortium members and staff and faculty at consortium educational institutions involved in the handling, transmittal, and/or processing of data provided under this MOU will be required to execute a confidentiality agreement requiring said personnel to maintain the confidentiality of all student related personally identifiable information.
- c. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under this MOU.

August 27, 2012

- d. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under this MOU.
- e. Procedures and systems that ensure that all confidential student data processed, stored, and/or transmitted under the provisions of this MOU shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data. No data will be submitted or accepted unless it is processed through the secure, encrypted upload steps or through a secure FTP site.
- f. Secure procedures to return submitted custom data to educational institutions that require revision and/or resubmission will be used. This process will ensure data are securely transferred and valid data are available through the Transitions Data Initiative.
- g. The procedures and systems developed and implemented to process, store, or transmit data provided under this MOU shall ensure that any and all disclosures of confidential student data comply with all provisions of the "Family Educational Rights and Privacy Act" and California law relating to the privacy rights of students.
- h. Individual identification is possible when a small number of individuals share a single characteristic such as gender, race/ethnicity, disability status, etc., thus breaching confidentiality. In order to prevent tracing of the identify of individuals, the Transitions Data Initiative and member education institutions will not report any variable in which there are fewer than five individuals (1-4) in a cell.

3. Indemnification

Each educational institution participating in this MOU agrees to defend, indemnify, and hold each other educational institution participating in this MOU, and its officers, employees, and agents harmless from and against any liability, loss, expense (including attorneys' fees), or claims of injury or damages arising out of the performance of the terms of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying educational institution, and/or its officers, employees or agents.

4. Entire Agreement

This document states the entire agreement between the educational institutions with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

5. Execution

Each of the persons signing this MOU on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

6. Assignment

None of the signatories to this MOU may assign their rights, duties, or obligations under this MOU, either in whole or in part, without the prior written consent of the other signatories to this MOU.

7. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU such provision shall be fully severable. This MOU shall remain

August 27, 2012

in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.

8. Waiver

Waiver by any signatory to this MOU of any breach of any provision of this MOU or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this MOU shall not operate as a waiver of such right. All rights and remedies provided for in this MOU are cumulative.

9. Modification and Amendments

This MOU may be amended or modified at any time by mutual agreement of the authorized representatives of the signatories to this MOU. The educational institutions further agree to amend this MOU to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this MOU. However, if new laws, policies, or regulations applicable to the educational institutions are implemented which materially affect the intent of the provision of this MOU, the authorized representatives of the signatories to this MOU shall meet within a reasonable period of time, e.g. 20 business days from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

10. Term of this MOU

This MOU shall be in effect for any institution for the period commencing from the effective date established pursuant to Section 11 until August 31, 2017. Any participant (s) listed as a party to this MOU may terminate its participation by delivering written notice of its intent to terminate said participation to Brad C. Phillips, Institute for Evidence-Based Change, at least 30 days prior to the requested date of termination. However, termination by any participant(s) listed as a party will have no force or effect on the rights and responsibilities as to the remaining participants.

11. Joinder of Parties

The parties agree that any school district, community college district, or WASC accredited public or private four-year college or university located in California may become a party to this MOU by executing this MOU. This MOU shall take effect as of the date signed on behalf of the institution indicated on page 5.

12. Participation in Transitions Data Initiative and Fee

The Transitions Data Initiative is an initiative designed to improve transitions and success across educational segments. The educational institution members of Transitions Data Initiative will use Transitions Data Initiative data to develop, implement, and assess interventions to improve instruction and college or career readiness and success. The preferred means for participation is for institutional faculty to engage in the Transitions Data Initiative vertical Intersegmental Learning Councils.

The consortium member's Executive officer or designee agrees to monitor and update the executive, program, and technical contact names and information assigned to the Transition Data Initiative as needed. Current information is essential to ensure that the education member is aware of any data use notifications and agreement updates. To support this communication, Transitions Data Initiative staff also will query members twice per year about contact updates.

Participation in the Transition Data Initiative is free to members for basic data sharing and access services. Consultation or implementation of Intersegmental Learning Councils, access of data through

August 27, 2012

advanced web-query Tools, or special project/reporting may include a negotiated fee with Transitions Data Initiative managers, which will be sent out in a separate document.

13. Data Sharing Principles

Each educational institution participating in this MOU agrees to adhere to the following data sharing principles:

- a. **Data Ownership.** Each school, community college and university retains the right to its own data. IEBC and GCCCD, managers of the Transitions initiative, can claim no right to ownership of the data.
- b. **Data Uses.** Information produced through the Transitions initiative is primarily for internal institutional use to improve instruction.
- c. **Consortium Review for External Reporting.** Members whose data is proposed to be released outside of the consortium by another member shall first review the data and determine what data will be released and in what form.
- d. **Sensitivity to Consortium Members.** Any reports utilizing consortium data shall not disadvantage any institution in the initiative.
- e. **Confidentiality Safeguards.** All data must be electronically submitted using secure methods (SFTP, https, etc.) that have been certified as safe.

14. Notices

Any notice given by a party to this Agreement to the other party shall be sent by first class United States mail addressed as follows:

To IEBC:

Brad Phillips  
President/CEO  
IEBC  
2236 Encinitas Blvd., Suite G  
Encinitas, CA 92024

IEBC

By: 

Title: President/CEO

Date: 11-7-12

To Educational Institution Member:

Name:  
Title:  
Institution:  
Address:  
City, State, Zip:

Institution Name:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

August 27, 2012

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To IEBC:

Brad Phillips  
President/CEO  
IEBC  
2236 Encinitas Blvd., Suite G  
Encinitas, CA 92024

IEBC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

To Educational Institution Member:

Name: Tony Smith, Ph. D.  
Title: Superintendent  
Institution: Oakland Unified School District  
Address: 1025 Second Ave, room 301  
City, State, Zip: Oakland, CA 94606

Institution Name: Oakland Unified School District

By: \_\_\_\_\_

Title: Superintendent

Date: 10/15/12 Jody London 12/13/12

Jody London  
Edgar Rakestraw, Jr., Secretary 12/13/12

**OAKLAND UNIFIED SCHOOL DISTRICT**  
 Office of General Counsel  
**APPROVED FOR FORM & SUBSTANCE**  
 By: \_\_\_\_\_  
 Attorney at Law

File ID Number: 12-3134  
 Introduction Date: 12/12/12  
 Enactment Number: 12-2981  
 Enactment Date: 12/12/12  
 By: o.s.





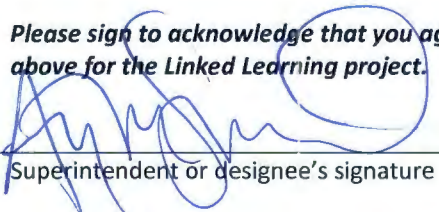
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**MOU Attachment A: Special Project- Linked Learning District Data Initiative**

IEBC, in coordination with the Irvine Foundation and ConnectEd, is providing data support for continuous program improvement to the nine District Data Initiative participants. Oakland Unified School District is actively participating in this project with IEBC since fall 2011 and has already consented to share its data for this purpose. Below is summary information about the project.

Project Name:	Linked Learning District Data Initiative
Funder:	James Irvine Foundation
Project Scope:	IEBC is using Transition Data Initiative core and custom data to: <ol style="list-style-type: none"> <li>1. Populate the online Linked Learning data tool to track student cohorts from high school to college for continuous program improvement *The Program Contact on the Transitions Data Initiative MOU will approve all data tool users in your district.</li> <li>2. Provide the SRI Linked Learning evaluation team with anonymous student-level data for the summative evaluation of Linked Learning (study plan available upon request) to understand the effects of Linked Learning on student performance</li> <li>3. Provide Education Trust-West with anonymous student-level data to conduct equity research on the Linked Learning program (only for select districts, study plan forthcoming)</li> </ol>
Data Requirements:	<p><b>Core:</b> All IEBC core data elements (reference K-12, community college, and university data dictionaries)</p> <p><b>Custom:</b> Pathway participation, work-based learning participation, district-wide attendance and suspension information</p> <p><b>Other custom:</b> Transcript Evaluation Service A-G data, National Student Clearinghouse postsecondary data, pathway-level types and models data</p>
Timeline:	January 2012-December 2013
Data Sharing Affiliates:	ConnectEd Education Trust-West Irvine Foundation MPR Associates SRI
IEBC Project Contact:	Lauren Sosenko lsoenko@iebcnow.org 562-743-9304
District Linked Learning Contact:	Alison McDonald alison.mcdonald@ousd.k12.ca.us

**Please sign to acknowledge that you agree to share your data with IEBC and the other affiliate members listed above for the Linked Learning project.**

  
 Superintendent or designee's signature

November 2, 2012  
 Date