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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Network Superintendent, High Schools

Board Meeting Date June 26, 2019

Subject Agreement and Confidential Data Exchange - The Regents of the University of California, Berkeley - Destination College Advising Corps (DCAC) - High School Network Office and the Office of African American Male Achievement (AAMA)

Action Requested and Recommendation Approval by the Board of Education of an Agreement and Confidential Data Exchange for the 2018-2019 School Year between the District and The Regents of the University of California, Berkeley, CA, for the latter to provide recent 4-year university graduates to serve as College Adviser Fellows at Castlemont, Oakland High, and Oakland Technical High Schools to implement its Destination College Advising Corps (DCAC) program to offer comprehensive college awareness, training, mentorship, resources preparation and support, guided by a Regional Field Mentor and driven by data-based assessment to students during school hours and to perform other services, as described in the Statement of Work, incorporated herein by reference as though fully set forth, via the High School Network Office and the Office of African American Male Achievement, for the period of August 1, 2018 through June 30, 2019, in an amount not to exceed \$54,000.00.

Background

(Why do we need these services? Why have you selected this vendor?)

Destination College Advising Corps (DCAC) has College Adviser Fellows providing college advising to students in high schools throughout California. DCAC increases college access for low-income, first generation and underrepresented high school students by placing highly-trained, recent college graduates in schools as full time College Adviser Fellows. Their staff works closely with schools and districts and supports the Fellows with their programming and services. After two years of service with DCAC, many of our Adviser Alumni pursue careers as school counselors, teachers, higher education administrators, social workers, educational policy makers and other social service positions. The programs and services provided are evaluated and assessed through data and measurable outcomes. They take their work in schools and communities seriously and it is imperative they have the data to measure the impact of that work. The stories of students (many of whom are the first in their families to go onto higher education) getting admitted to and graduating from college reveals the true impact of their work.

Competitively Bid Was this contract competitively bid? No
If no, exception: Agreement of less than \$90,200

Fiscal Impact Funding resource(s): 0000/Unrestricted Funding

Attachments

- Agreement
- Confidential Data Exchange Agreement

AGREEMENT
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
on behalf of
Destination College Advising Corps (DCAC)
and
OAKLAND UNIFIED SCHOOL DISTRICT
on behalf of
Office of African American Male Achievement (AAMA)

This Agreement ("Agreement"), dated August 1, 2018 ("Effective Date"), is by and between The Regents of the University of California, on behalf of UC Berkeley's Center for Educational Partnerships' Destination College Advising Corps ("University") and Oakland Unified School District ("District") on behalf of the following three Public Schools ("Schools"):

Castlemont High School, 8601 MacArthur Blvd, Oakland, CA 94605
Oakland High School, 1023 MacArthur Blvd, Oakland, CA 94610
Oakland Technical High School, 4351 Broadway, Oakland, CA 94611

WHEREAS, University operates a program intended to enrich the experiences of students in high schools, particularly students from low-income and first-generation college-bound backgrounds ("Program");

WHEREAS, the District is interested in increasing the number of students enrolling in college who experience barriers to college access;

WHEREAS, University has established guidelines for the operation of the Program in the District;

WHEREAS, the District is interested in participating and cooperating with the University in the implementation of the Program at the Schools;

WHEREAS, University is prepared to provide full-time College Adviser Fellows and a Regional Field Mentor;

WHEREAS, the Schools are prepared to contribute facilities and staff support in the implementation of the Program at the Schools;

WHEREAS, District and University seek to promote and foster the implementation of a successful Program within participating site;

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall continue in full force and effect until June 30, 2019. University is under no obligation to extend this Agreement.

2. STATEMENT OF WORK

University and District shall each fulfill its responsibilities as described in Exhibit A, attached hereto.

3. FEES

District shall pay to University Program fees set forth in Attachment A.

4. REPRESENTATIONS

University and District each represents that it has full authority to enter into and perform its obligations under this Agreement.

5. INFORMATION HANDLING AND PUBLICATION

Schools agree to comply with all applicable laws, including but not limited to applicable provisions of the Federal Family Educational Rights and Privacy Act ("FERPA"), the State of California Education Code, and the State Information Practices Act, in its collection, storage, handling, and transmission of student data under this Agreement. Schools shall not collect any information (whether by interview, questionnaire from students, parents or the public) in the name of The Regents or DCAC except as expressly provided for under Exhibit A or any other provision of this Agreement. Schools may publish results of its local DCAC site activity provided that such publications (printed, visual, or sound) contain an acknowledgment of participation in DCAC, administered by The Regents, and a statement that findings, conclusions, and recommendations are those of the author or School personnel only and do not necessarily represent the view of The Regents and DCAC. A copy of all such publications must be furnished to DCAC following publication. Such publications include sections of larger reports that describe School activities.

6. TERMINATION

- i. Either University or District may terminate this Agreement at will, with or without cause, by giving thirty (30) days' written notice to the other party. The notice shall be deemed to have been received on the date delivered personally or sent by e-mail, one day after fax transmittal, or three days after depositing with the U.S. Postal Service, certified mail, return receipt requested.
- ii. In the event of material breach of any of the terms and conditions of this Agreement by either party, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice to the other party describing the breach. This Agreement shall terminate at the end of the thirty (30) day notice period if the breach is not cured within that time.

7. INSURANCE

i. **University Insurance:**

University shall keep in full force and effect during the term of this Agreement, at University's sole expense, insurance as follows ("Insurance"):

- a. **Commercial Form General Liability Insurance or an equivalent funded program of self-insurance as follows:**

Each Occurrence	\$1,000,000
Products/Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
- b. **Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of \$1,000,000 per occurrence.**
- c. **Workers Compensation as required by applicable law.**

Upon request, University shall file Certificate(s) of Insurance or self-insurance with District naming District as an additional insured. Such provision shall apply in proportion to and to the extent of the negligent acts or omissions of the University or any person or persons under the University's direct supervision and control.

ii. District Insurance:

District shall keep in full force and effect during the term of this Agreement, at District's sole expense, Insurance as follows:

a. Commercial Form General Liability Insurance with minimum limits as follows:

Each Occurrence	\$1,000,000
Products/Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000

b. Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of \$1,000,000 per occurrence

c. Workers Compensation as required by applicable law.

If the Insurance is written on a claims made form, it shall continue for three (3) years following termination of this Agreement. The Insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

University shall be named as an additional insured on the General Liability and Business Automobile insurance, in proportion to and to the extent of the negligent acts or omissions of District or District's officers, employees and agents.

Within thirty (30) days of the execution of this Agreement, District shall furnish University with a Certificate of Insurance evidencing compliance with the insurance provisions of this Agreement and requiring 30 days advance written notice to the University of any modification, change, or cancellation with respect to the Insurance.

The Insurance shall be primary with respect to the University, its officers, agents, and employees, and any self-insurance maintained by the University shall be in excess of and non-contributory to the Insurance.

8. INDEMNIFICATION

Each party shall indemnify, defend and hold the other party, its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages (collectively, "Claims") arising out of the performance of this Agreement but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

9. INDEPENDENT CONTRACTOR STATUS

District is an independent contractor and is not a joint venture, employee, agent or partner of University. Neither party will have the right to obligate or bind the other in any manner whatsoever.

10. UNIVERSITY TRADEMARKS

"University Trademarks" means the name "University of California," any abbreviation hereof or other trade name, trademark, or logo that represents the University, its products or services. The University

Trademarks are protected by federal trademark and California State laws. District shall not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks of the University, in any commercial context, such as may appear on products, in media (including web sites) and print advertisements in cases when such use may imply an endorsement or sponsorship of District, its products or services. All uses of the University's name and trademarks, therefore, must first receive prior written consent of The Regents of the University of California through the Office of Business Contracts and Brand Protection. This provision is in compliance with the State of California Education Code Section 92000.

11. FORCE MAJEURE

If any party fails to perform its obligations under this Agreement as a result of acts of God, labor disputes, strikes actions of governmental authority, acts of terrorism, wars, judicial orders or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused. In the event of force majeure, District shall compensate University for non-cancelable and other direct, out-of-pocket expenses incurred on School's behalf.

12. NOTICES

University's representative for all program matters shall be:

Yvette Flores, Director, Destination College Advising Corps

yvetteflores@berkeley.edu

Hearst Field Annex, Building C #1060

Berkeley, CA 94720-1060

University's representative for all contractual matters shall be:

Synta Bogan, Financial Analyst, Center for Educational Partnerships

synta@berkeley.edu

Hearst Field Annex, Building C #1060

Berkeley, CA 94720-1060

School/District's representative for all purposes shall be:

Preston Thomas, Network Superintendent, High Schools

Preston.Thomas@ousd.org

1000 Broadway, Suite 440

Oakland, CA 94607

Notice pursuant to this Agreement shall be in writing to the above addresses or to such other address that either party may, by written notice, later designate to the other. Notice shall be effective on the date sent by fax or e-mail or delivered personally, or three days after the date of deposit with the U.S. Postal Service, certified mail return receipt requested.

13. WAIVER

Any failure of either party to enforce any of the terms or conditions of this Agreement shall not constitute a waiver and shall not affect or impair such terms or conditions in any way, nor shall it impair the right of such party to avail itself of such remedies as it may have available for any breach of this Agreement.

14. AFFIRMATIVE ACTION/NON-DISCRIMINATION

District agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60-1.4 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741.5 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified disabled veterans, recently separated veterans, Vietnam era veterans, veterans who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, and Armed Forces service medal veterans, without discrimination, and the implementing rules and regulations in Title 41, parts 60-250.5 and 60-300.5 of the Code of Federal Regulations; Title I of the Genetic Information Nondiscrimination Act of 2008 which prohibits employment discrimination based on genetic information (including family medical history); and the nondiscrimination clause required by California Government Code Section 12990(c) relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex (including but not limited to pregnancy and gender identity), age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5, Section 8107 of the California Code of Regulations.

15. ATTORNEY FEES

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses incurred.

16. ASSIGNMENT

District may not assign this Agreement, or any part hereof, without the written consent of University, which consent or refusal to consent shall be in the absolute discretion of the University and may be granted or withheld without any reason given.

17. COMPLIANCE WITH LAW

Each Party shall comply with all applicable federal, state and local laws and regulations in connection with its activities pursuant to this Agreement.

18. SEVERABILITY

In the event any portion of this Agreement is declared illegal, unenforceable, invalid or void by a court of competent jurisdiction. Such portion shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

19. INTEGRATION

This Agreement, including any and all exhibits, attachments, and appendices, constitutes the entire understanding and agreement between the parties as to all matters contained herein, and supersedes any and all prior agreements, representations and understandings of the parties.

20. COUNTERPARTS

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

21. AMENDMENT

This Agreement may be amended or modified only by mutual written agreement of the parties.

22. GOVERNING LAW

This Agreement shall be governed by and interpreted according to the laws of the State of California, without regard to its conflict of law's provisions.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng

 Signature Aimee Eng, President, Board of Education

Name 6/27/19

Kyla Johnson Trammell

 Title Kyla Johnson Trammell, Secretary, Board of Education

Date 6/27/19

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Eryn Hong

 Signature

Digitally signed by Eryn Hong
Date: 2019.06.03 01:04:48

Name Eryn Hong

Title Senior Business Contracts Officer

Date _____

OAKLAND UNIFIED SCHOOL DISTRICT
 Office of the General Counsel
 APPROVED FOR FORM & SUBSTANCE
 By: *[Signature]* 5.29.19
 Amy Baird, Attorney at Law

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>

EXHIBIT A: STATEMENT OF WORK

The vision of the University's Center for Educational Partnerships ("CEP") on behalf of the Program - Destination College Advising Corps ("DCAC") is to make college a viable option for all students. DCAC looks to achieve this by working collaboratively with target schools and partner programs focused on research-based best practices that enable low-income and first generation to college students to access post-secondary education.

The goal of University through DCAC is to increase the college-going rate of students at Schools and provide comprehensive college awareness, mentorship, resources, preparation, advising and information through the efforts of dedicated College Adviser Fellows. The College Adviser Fellows will participate in the local and national research and data collection as specified by state and Federal agreements, including the provision of intensive program activities by using evidence-based best practices of highly successful college access programs and strategies that build college going culture through one-to-one, small group, classroom, and whole school efforts.

RESPONSIBILITIES OF UNIVERSITY, THROUGH DCAC

- A. Train, mentor and assign three (3) recent 4-year university graduates as College Adviser Fellows to Schools to offer program services guided by a Regional Field Mentor, driven by data-based assessment.
- B. Provide a CEP career staff that will serve as a Regional Field Mentor to provide support, guidance and direction to the College Adviser Fellows and to work with Schools to ensure Program efficacy and service delivery.
- C. DCAC will work in partnership with Schools to promote college and career going culture through providing guidance and training using best practices based on data and analysis of school culture and student's college knowledge and awareness.
- D. DCAC should not be considered a replacement for but may supplement existing School services, programs and/or staffing. Program services will be made available to all students attending the Schools.
- E. Services may include but not limited to: individual student college preparation advising; student and/or parent group college preparation/informational workshops/sessions; school, district and/or region wide college preparation/informational events; college exploration campus visits; and/or supplemental summer and/or weekend college preparation programs.
- F. DCAC will implement an Evaluation Plan for continuous improvement and for determining sustainability and scale-up opportunities.
- G. College Adviser Fellows and DCAC Regional Field Mentors will exercise the strictest confidentiality and all information obtained will only be used for program purposes as described in this Agreement and the consent forms signed by the parents of all participating students, or eligible students themselves.

DCAC College Adviser Fellows shall provide the following:

- A. The College Adviser Fellows will be placed on-site at Schools during the operational hours of the school sites beginning late August 2018 through late May 2019.
- B. Under the direction of the Regional Field Mentor, the College Adviser Fellows will support student college preparation via individual student sessions, group workshops and/or school-wide events.
- C. Recruit, enroll and support a cohort of Schools students from all grade levels in order to provide intensive college preparation support.

- D. The College Adviser Fellows will attend mandatory DCAC meetings, trainings and conferences that may be held at non-School site locations. School sites will need to release College Adviser Fellows for mandatory meetings, trainings, and conferences.
- E. College Adviser Fellows will sign confidentiality agreements with the Schools, as appropriate.

DCAC Regional Field Mentor shall provide services as follows:

- A. Train and mentor the College Adviser Fellows and serve as the liaison between the College Adviser Fellows and Schools. The Field Mentor will ensure College Adviser Fellows fulfill service requirements and duties. The Field Mentor should be notified of any issues with College Adviser Fellows and will be responsible for resolving them.
- B. Provide School staff with information about DCAC and its associated research participation, its College Adviser Fellows and general information about admissions to institutions of higher education; and share data and analysis regarding college culture and students' college knowledge gathered through the administration of pre and post surveys.
- C. Coordinate events or visits for further advancement of DCAC's mission.
- D. Provide resources and training as appropriate on college-going culture.
- E. Work with School parent services to integrate college-going information.

RESPONSIBILITIES OF DISTRICT, THROUGH SCHOOLS

Schools shall provide the following:

- A. A designated space for the College Adviser Fellows with access to a computer (Internet, appropriate listserv and school data network), printer, telephone, supplies, and access to copy machine(s).
- B. Access to data to implement Evaluation Plan and participate in related national research project (see Attachment B). Data may include National Student Clearinghouse aggregate (non-student identifiable data) reports and/or School student roster. The Program may provide aggregate outcome and service data to external parties. The Program will not release student level personal identifying data to external parties.
- C. Access to school staff meetings.
- D. Access to approximately 140-160 9th-12th graders, with a focus on those facing the greatest barriers to college going, to whom College Adviser Fellows will recruit to the Program Cohort in order to provide intensive mentorship, college awareness and preparation services.
- E. Ability to pull students from non-core subjects for one-on-one and small group advising.
- F. Dates, times and space to conduct meetings and/or workshops.
- G. Access to 2-3 "Adopted" classes in each grade where the College Adviser Fellows will provide on-going college knowledge workshops (number of workshops per semester could vary by school, but no less than 2 per semester). The College Adviser Fellows will administer a pre-survey prior to beginning the workshops, complete a gap analysis to plan workshops, implement planned workshops based on gap analysis and then administer a post survey at the end of the school year to ascertain increases in college knowledge by students.
- H. Regional and Program Partner Expectations (to be defined by Regional Field Mentor and other partners).

- ~~I. General access to student records to include: class schedules, academic transcripts and/or grad inventories, college/university application information/data, SAT/ACT/PSAT and accounts to student information system, if possible.~~
- ~~J. Schools will provide an environment free from unwelcome behavior by adults, students or visitors, and if such behavior occurs, the Schools will work with University to ensure that the unwelcome behavior stops, and that the College Adviser Fellow is made whole. (For full University of California Sexual Harassment policy, go to: <http://ophd.berkeley.edu/policies-procedures/sexual-harassment>). Regional Field Mentor will review specific procedures related to Sexual Harassment for DCAC College Adviser Fellows with School staff.~~
- K. A School site administrator or staff person to serve as the contact that will assist and provide support to the College Adviser Fellows in the facilitation of the above listed items.
- L. Schools will support the College Adviser Fellows in implementing school-wide events that promote and increase college-going culture, for example, Decision Day.

School site administrators/staff and Program administrators/staff shall collaborate to plan the implementation of the previously described activities. All DCAC efforts are motivational and supplementary and should enhance activities already provided at the Schools.

**ATTACHMENT A:
PROGRAM EVALUATION, FINGERPRINTING/NSOPW CLEARANCES and PAYMENT SCHEDULE**

PROGRAM EVALUATION

In addition to the pre- and post-survey data analyzed by the College Adviser Fellows to assess school college culture and student's college knowledge, DCAC will implement an Evaluation Plan that will be designed to minimize the time required by students or teachers, utilize as much as possible present School surveys, annual data collection by DCAC and analysis of publicly available data repositories. DCAC will need to collect data and/or secure data such as Senior Surveys, National Student Clearinghouse college enrollment data (or student data to run NSC reports), a-g reporting and/or student graduation data. The DCAC staff will work with partners to implement the evaluation and information will be gathered for purposes of reporting to various Funders and the College Advising Corps ("CAC") and will be shared with the Schools for internal reporting goals. (See Attachment "8" for further information about evaluation.)

FINGERPRINTING and NSOPW CLEARANCES

The program will cover the costs for fingerprinting clearances for the College Adviser Fellows. Each College Adviser Fellow will have their fingerprints taken and processed by the UC Berkeley Police Department prior to being on-boarded as a DCAC Adviser Fellows. Fingerprints will be cleared through the DOJ and FBI databases. DCAC Adviser Fellows will be screened through the NSOPW prior to enrollment and placement at School site(s).

PAYMENT SCHEDULE

During the 2018-2019 academic year, the amount to be paid by Oakland Unified School District on behalf of the AAMA at Castlemont, Oakland Technical, and Oakland High Schools is (\$18,000 per adviser x 3 advisers) a total of:

\$54,000 (fifty four thousand dollars and zero cents)

which represents 25% of the total cost of a College Adviser Fellow (\$72,000 per adviser). The additional funding is secured by multiple government and non-governmental sources, foundation grants, as well as the University of California at Berkeley through the Center for Educational Partnerships.

District will pay invoice within 30 days after submission to be received by November 30, 2018, made payable to The Regents of the University of California and sent to:

UC Berkeley, Center for Educational Partnerships
Destination College Advising Corps
Hearst Field Annex, Building C #1060
Berkeley, CA 94720-1060

ATTACHMENT B:
RESEARCH AND EVALUATION PLAN

The evaluation plan will collect and analyze data to provide DCAC and Schools with information on the effectiveness of the Advising Corps on the following goals.

- Increase students' college knowledge and aspirations;
- Increase parent/family college awareness, knowledge and expectations for students;
- Increase student preparation for college admissions;
- Increase percent of high school graduates going to college.

In consultation with the Schools, DCAC shall:

- Administer Pre/Post (Fall 2018/Spring 2019) student surveys in adopted classes;
- Administer College Advising Corps Surveys in April/May 2019 as per both CAC and DCAC requirements;
- Schools can choose to administer the College Advising Corps Survey to additional students and DCAC will provide the surveys and the analysis;
- ~~• Access data collected on school-wide surveys such as a Senior and Satisfaction Surveys, and surveys on test-taking, application, acceptance, enrollment and financial aid information, data from tracking systems;~~
- ~~• Analyze information presently collected by the Schools (e.g. National Student Clearinghouse and PSA T, SAT/ACT testing data) for enrollment information and test-taking;~~
- ~~• Utilize the publicly available data repositories for data such as a g analysis, Cal Grant applications;~~
- ~~• If the Schools do not collect college enrollment data from the National Student Clearinghouse, DCAC may require student level data on graduates to send to the National Student Clearinghouse in order to retrieve college enrollment, retention and/or graduation data. There will be no cost to the Schools for this service;~~
- ~~• Other evaluations/assessments from College Advising Corps, African American Male Achievement Initiative, EAOP, SCEC and/or other DCAC partners on a case by case basis.~~

The DCAC Regional Field Mentor and College Adviser Fellows will be responsible to collect and track information as they work with students and will work with CEP staff on implementing the evaluation plan. All data and analysis will be shared with the District/Schools. DCAC may provide aggregate outcome and service data to external parties.

Legislative File Id. No. 19-0350
Introduction Date: 6/26/19
Enactment No.: 19-1052
Enactment Date: 6/26/19
By: er

**AGREEMENT FOR CONFIDENTIAL DATA EXCHANGE BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
BERKELEY, DESTINATION COLLEGE ADVISING CORPS (DCAC)**

This Data Exchange and Confidentiality Agreement ("Agreement") between Oakland Unified School District (hereinafter referred to as OUSD) and The Regents of the University of California, Berkeley Destination College Advising Corps (DCAC) describes the means to be used by DCAC to ensure the confidentiality and security of information and data exchanged between OUSD and The Regents of the University of California, Berkeley, Destination College Advising Corps for the purposes stated below.

I. GENERAL TERMS

A. PURPOSE

The Regents of the University of California, Berkeley, Destination College Advising Corps (DCAC) provides recent 4-year university graduates to serve as College Advisor Fellows at OUSD's Castlemont High, Oakland High, and Oakland Technical High School campuses. Under this agreement, OUSD will share defined information and data (defined herein) to DCAC in order for DCAC to improve its program and tailor instruction to the learning needs of particular students. OUSD will only share confidential information where a student's parent or guardian has provided prior written consent for OUSD to share confidential information to DCAC.

B. NATURE OF DATA

To further the achievement of the above stated purpose, OUSD will, at its discretion, provide DCAC with data extracts from the OUSD data systems to include data elements identified in Attachment A.

These data are expected to contain confidential information, the disclosure of which is restricted by a provision of law. Some examples of "confidential information" include, but are not limited to, "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act and "personal information" about students as defined by the Code of Federal Regulations CFR Title 34 Volume 1 Part 99.3.

C. TRANSFER OF DATA

OUSD and DCAC shall use OUSD's means and schedule for transferring confidential information.

OUSD will not share confidential information pertaining to any particular student with DCAC unless and until the parent/guardian of each student provides prior written consent for OUSD to release confidential information to DCAC.

Confidential information will never be e-mailed by OUSD or DCAC whether in aggregate or individual form.

Confidential information may only be shared via a password-protected, encrypted document via OUSD's official Google Apps Drive or through another method approved by OUSD Technology. DCAC may only gain access to the document on the Google Drive via the organization's official e-mail addresses.

DCAC may not move, transmit, or copy files from the secure folder.

D. PERIOD OF AGREEMENT

This Agreement shall be effective from August 1, 2018 until June 30, 2019.

E. DCAC RESPONSIBILITIES

DCAC agrees to the following confidentiality statements:

1. DCAC acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and comply with all applicable confidentiality laws, which may include but are not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the California Education Code and the Family Education Rights and Privacy Act (FERPA) as set forth in this agreement. DCAC is responsible for complying with all District, Local, State and Federal confidentiality applicable laws and regulations.
2. DCAC will only access the confidential information of those students whose parents/guardians have given prior written consent for the release of such information. DCAC will immediately notify OUSD if it mistakenly gains access to other confidential information.
3. DCAC will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
4. DCAC will grant access only to staff members who need access in order to further the purpose of this agreement.
5. DCAC shall (a) instruct all staff with access to confidential information about the requirements for handling confidential information and (b) notify staff of the sanctions against unauthorized disclosure or use of confidential and private information.
6. DCAC shall not assign this Agreement or any portion thereof to a third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
7. DCAC will not use or further disclose the information accessed or received other than as permitted by this Data Use Agreement or as otherwise required by law.
8. DCAC will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual. This paragraph will survive the termination of this Agreement.
9. DCAC agrees to obtain written approval from OUSD prior to engaging any subcontractors to perform any services requiring access to any individually identifiable information.
10. DCAC shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations.
11. DCAC shall use the data only for the purpose stated above. These data shall not be used for personal gain or profit.
12. Access data collected on data collected on school-wide surveys such as a Senior and Satisfaction Surveys, and surveys as to test taking, application, acceptance, enrollment and financial aid information, data from tracking systems;

13. Analyze information presently collected by the Schools (e.g. National Student Clearinghouse and PSAT, SAT/ACT testing data) for enrollment information and test taking;
14. Utilize the publicly available data repositories for data such as: a-g analysis, Cal Grant applications;
15. If the Schools do not collect college enrollment data from the National Student Clearinghouse, DCAC may require student level data on graduates to send to the National Student Clearinghouse in order to retrieve college enrollment, retention and/or graduation data. There will be no cost to the Schools for this service;
16. Other evaluations/assessments from College Advising Corps, African American Male Achievement Initiative, EAOP, SCEC and/or other DCAC partners on a case-by-case basis.
17. DCAC shall only access the data furnished by OUSD in the secure location maintained by OUSD and shall take reasonable steps to prevent unauthorized access to it. DCAC shall not transfer the data to another electronic location. DCAC will not print or make hard copies of the data sets.
18. DCAC shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.
19. DCAC shall destroy all confidential information when it is no longer needed or in use.
20. The DCAC Regional Field Mentor and College Adviser Fellows will be responsible to collect and track information as they work with students and will work with CEP staff on implementing the evaluation plan. All data and analysis will be shared with the District/Schools. DCAC may provide aggregate outcome and service data to external parties.

F. TERMINATION

1. This Agreement may be terminated by OUSD without notice.
2. Use of data shall terminate automatically at the end of the agreement term. DCAC shall delete all confidential and/or sensitive information promptly so that it is no longer accessible for analysis or use. In the absence of such notice, DCAC may continue to use such data for research, education or related purposes.

G. GENERAL UNDERSTANDING

1. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.
2. This Agreement shall be governed by and construed under the laws of the State of California.
3. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

Signed:

FOR OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng, President, Board of Education

6/27/19



Kyla Johnson-Trammell, Superintendent



6/27/19

D

Signed:

FOR THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, BERKELEY, DESTINATION COLLEGE ADVISING CORPS (DCAC)



Digitally signed by Eryn Hong
Date: 2019.06.03 03:14:12

Elyn Hong, Senior Business Contracts Officer

D

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

By: 
Amy Brandt, Attorney at Law

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>

ATTACHMENT A: SPECIFIC DATA ELEMENTS

- 1) Period teachers**
- 2) Grade**
- 3) Ethnicity**
- 4) Gender**
- 5) School Enter Date**
- 6) Special Ed Flag**
- 7) Home Language**
- 8) English Fluency**
- 9) Attendance**
- 10) District literacy benchmarks, including SRI, DIBELS, DRA and F&P**
- 11) District math benchmarks**
- 12) CELDT**
- 13) 2012-13 CST**
- 14) SBAC**
- 15) Period Grades (middle and high)**
- 16) GPA (middle and high)**
- 17) Early Warning English Math Fail (middle and high)**

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2018-2019



Basic Directions	
<i>Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool</i>	
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.	
<ol style="list-style-type: none"> 1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation. 2. Ensure contractor meets the <u>consultant requirements</u> (including the Excluded Party List, Insurance and Talent Consultant Verification) 3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments. 	
Attachment Checklist	<input type="checkbox"/> For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check <input type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/) <input type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

Contractor Information			
Contractor Name	The Regents of the University of	Contractor's Contact	Claudia Morales/Synta Bogan
OUSD Vendor ID #	005192	Title	DCAC Director
Street Address	Hearst Field Annex Bldg C M/S 1060	City, State	DCAC Zip Code 94720-1060
Telephone	510-664-9953	Email (required)	synta@berkeley.edu
Contractor History	Previously been an OUSD contractor? Yes <input checked="" type="checkbox"/>		Worked as an OUSD employee? No <input checked="" type="checkbox"/>

Compensation and Terms – Must be within the OUSD Billing Guidelines			
Anticipated Start Date	9/4/2018	Date Work Will End	5/31/2019
Other Expenses	\$0.00		
Pay Rate Per Hour (required)	\$50.00	Number of Hours (required)	360

Requisition No.	Budget Number	Resource Name	Amount
	\$18k x 3 Adviser fellows = \$54,000		\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Contract Amount			\$ 54,000.000

OUSD Contract Originator Information			
Name of OUSD Contact	Preston Thomas	Email	renee.johnson @ousd.org
Site/Dept. Name	High School Network	Site #	Phone 510-879-8156

Approval and Routing (in order of approval steps)			
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.			
1.	Administrator / Manager (Originator) Name Preston Thomas	Phone	510-879-8156 Fax
	Site/Department (Name & #) Castlemont, Oakland High, Oakland Tech/AAMA	Date Approved	6/3/19
	Signature	<input type="checkbox"/> Administrator verifies vendor is not excluded on https://www.sam.gov/	
2.	Resource Manager Type of Funds: <input type="checkbox"/> Restricted <input type="checkbox"/> Unrestricted <input type="checkbox"/> Grant <input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)	Date Approved	
	Signature	Date Approved	
	Signature (if using multiple restricted resources)	Date Approved	
3.	Network Superintendent/Executive Director Signature	Date Approved	6/3/19
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$ _____ <input type="checkbox"/> Services described in the scope of work align with needs of department or school site <input type="checkbox"/> Consultant is qualified to provide services described in the scope of work	Date Approved	6/3/19
	Signature	Date Approved	6/3/19
5.	Superintendent, Board of Education Signature on the legal contract		
Legal Required if not using standard contract		Approved	Denied - Reason
Procurement	Date Received		Date
		PO Number	