

File ID Number	18-1172
Introduction Date	9/12/18
Enactment Number	18-1478
Enactment Date	9/12/18 lf
By	



**OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education**

September 12, 2018

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Rebecca Lacocque, Director, High School Linked Learning

Subject: Grant Agreements, Terms & Conditions, Addendum to 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 Totalling \$56,000.00; Terms and Conditions; Addendum to Terms and Conditions; and Data Sharing Agreement between the District and Project Lead The Way, to offset the costs associated with the PLTW launch program not to exceed additional \$90,000.00 contribution by OUSD, for fiscal year 2018-2019.

BACKGROUND:

Grant agreements (and related documents) for OUSD schools for the 2018-2019 fiscal year was submitted for funding as indicated in the chart below. Chevron provides funds to PLTW, which in turn provides grant funds to OUSD, whereby OUSD then purchases equipment and supplies from PLTW with said grant funds, but also supplemented by OUSD-originating (grant-sourced) funding not to exceed \$90,000.00. The Grant Face Sheet, grant agreements, and related documents are attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
18-1172	Yes	Grant	Oakland Unified School District Elementary 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 at the following schools: Hoover, Martin Luther King, Jr., and Lafayette Elementary, Madison Park Academy (Primary and Secondary schools), West Oakland Middle, Oakland High, and McClymonds High Schools.	June 1, 2018- June 30, 2019	Project Lead The Way Grant	\$56,000.00

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/FUNDING SOURCES:

The total amount of grants to be provided to OUSD schools from the funders are valued at \$56,000.00, with OUSD's contribution not to exceed \$90,000.00 (from Measure N, Perkins and/or CTE Incentive Grant) for 18/19.

RECOMMENDATION:

Approval by the Board of Education of Grant Agreements Totalling \$56,000.00; Terms and Conditions; Addendum to Terms and Conditions; and Data Sharing Agreement between the District and Project Lead The Way, to offset the costs associated with the PLTW launch program not to exceed additional \$90,000.00 contribution by OUSD, for fiscal year 2018-2019.

ATTACHMENTS:

Grant Agreements (by participating school)

Project Lead The Way Terms and Conditions

Addendum to Project Lead The Way Terms and Conditions

Data Sharing Agreement

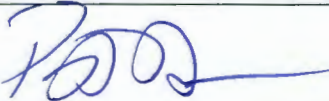
OUSD Grants Management Face Sheet

Title of Grant: Project Lead The Way (PLTW) Grant	Funding Cycle Dates: June 1, 2018 – May 31, 2019														
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Michelle Gough Senior VP and Chief Legal and Assessment Officer Project Lead The Way, Inc. 3939 Priority Way South Drive, Suite 400 Indianapolis, IN 46240 (317) 669-0864	Grant Amount for Full Funding Cycle: Total amount not to exceed <u>\$56,000.00</u> <table border="0"> <tr> <td>Oakland Unified School District</td> <td align="right">\$10,000.00</td> </tr> <tr> <td>Hoover Elementary</td> <td align="right">\$ 3,000.00</td> </tr> <tr> <td>Madison Park Primary</td> <td align="right">\$10,000.00</td> </tr> <tr> <td>Madison Park Secondary</td> <td align="right">\$10,000.00</td> </tr> <tr> <td>West Oakland Middle</td> <td align="right">\$ 3,000.00</td> </tr> <tr> <td>Oakland High School</td> <td align="right">\$10,000.00</td> </tr> <tr> <td>McClymonds High School</td> <td align="right">\$10,000.00</td> </tr> </table>	Oakland Unified School District	\$10,000.00	Hoover Elementary	\$ 3,000.00	Madison Park Primary	\$10,000.00	Madison Park Secondary	\$10,000.00	West Oakland Middle	\$ 3,000.00	Oakland High School	\$10,000.00	McClymonds High School	\$10,000.00
Oakland Unified School District	\$10,000.00														
Hoover Elementary	\$ 3,000.00														
Madison Park Primary	\$10,000.00														
Madison Park Secondary	\$10,000.00														
West Oakland Middle	\$ 3,000.00														
Oakland High School	\$10,000.00														
McClymonds High School	\$10,000.00														
Funding Agency: Project Lead The Way, Inc. 3939 Priority Way South Drive, Suite 400 Indianapolis, IN 46240 (317) 669-0864	Grant Focus: To offset the costs associated with the PLTW launch program.														
List all School(s) or Department(s) to be Served: Hoover Elementary, Martin Luther King, Jr. Elementary, Lafayette Elementary, Madison Park Academy (Primary), Madison Park Academy (Secondary), West Oakland Middle, Oakland High, and McClymonds High Schools.															

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 of 3.98% 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? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No

<p>Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)</p>	<p>Rebecca Lacocque, Director High School Linked Learning Department Oakland Unified School District 1000 Broadway, Suite 440, Oakland, CA 94607 510-879-4616 Rebecca.Lacocque@ousd.org</p>
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Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Network Superintendent, High Schools and Linked Learning	Preston Thomas		8/2/18
Department Head (e.g. for school day programs or for extended day and student support activities)	Sondra Aguilera		

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Marcus Battle		
Superintendent	Kyla Johnson-Trammell		



Grant Agreement

Grantee:	Oakland Unified School District
Grant Amount	\$10,000.00
Purpose of Grant	To offset the costs associated with the PLTW Launch program.
Award Date	May 8, 2018
Grant Period Start	June 1, 2018
Grant Period End	May 31, 2019

Payment Schedule	
School Year	Amount
2018-2019	\$10,000.00

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

- A. This grant may be used only for the PLTW Launch program. Grantee is to utilize funds to enhance existing PLTW Launch programs at Martin Luther King Jr. and Lafayette Elementary.
- 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

Oakland Unified School District

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.

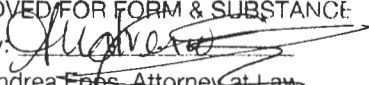
Authorized Signer: _____

Name: _____

Title: Linked Learning Director

Date: _____

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

By: 
Andrea Epps, Attorney at Law

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



Grant Agreement

Grantee:	Hoover Elementary
Grant Amount	\$3,000.00
Purpose of Grant	To offset the costs associated with the PLTW Launch program.
Award Date	May 8, 2018
Grant Period Start	June 1, 2018
Grant Period End	May 31, 2019

Payment Schedule	
School Year	Amount
2018-2019	\$3,000.00

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

- A. This grant may be used only for the PLTW Launch 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

Hoover Elementary

PLTW Program

PLTW Launch

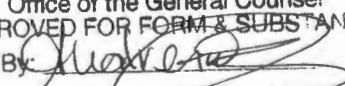
On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the PLTW grant, and hereby certify my authority to execute this agreement on Grantee's behalf.

Authorized Signer: _____

Name: _____

Title: Linked Learning Director

Date: _____

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Andrea Epps, Attorney at Law

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



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	May 10, 2018
Grant Period Start	June 1, 2018
Grant Period End	May 31, 2019

Payment Schedule	
School Year	Amount
2018-2019	\$10,000.00

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

- A. This grant may be used only for the PLTW Engineering program. Grantee should enhance the current PLTW Engineering program by increasing student enrollment, training additional teachers, implementing a new course or increasing the number of sections offered.
- 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

McClymonds High School

PLTW Program

PLTW Engineering

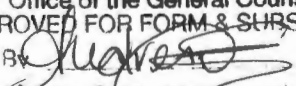
On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the PLTW grant, and hereby certify my authority to execute this agreement on Grantee's behalf.

Authorized Signer: _____

Name: _____

Title: _____
Linked Learning Director

Date: _____

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By 
Andrea Epps, Attorney at Law

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



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	May 10, 2018
Grant Period Start	June 1, 2018
Grant Period End	May 31, 2019

Payment Schedule	
School Year	Amount
2018-2019	\$10,000.00

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

- A. This grant may be used only for the PLTW Engineering program. Grantee should enhance the current PLTW Engineering program by increasing student enrollment, training additional teachers, implementing a new course or increasing the number of sections offered.
- 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.
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- 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"
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- 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.

- 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

Oakland High School

PLTW Program

PLTW Engineering

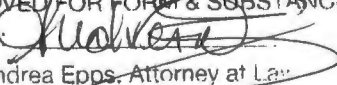
On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the PLTW grant, and hereby certify my authority to execute this agreement on Grantee's behalf.

Authorized Signer: _____

Name: _____

Title: _____ Linked Learning Director _____

Date: _____

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Andrea Epps, Attorney at Law

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



Grant Agreement

Grantee:	West Oakland Middle
Grant Amount	\$3,000.00
Purpose of Grant	To offset the costs associated with the PLTW Gateway program.
Award Date	May 10, 2018
Grant Period Start	June 1, 2018
Grant Period End	May 31, 2019

Payment Schedule	
School Year	Amount
2018-2019	\$3,000.00

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

- A. This grant may be used only for the PLTW Gateway 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

West Oakland Middle

PLTW Program

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.

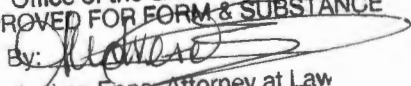
Authorized Signer: _____

Name: _____

Title: _____

Linked Learning Director

Date: _____

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Andrea Epps, Attorney at Law

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



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	May 8, 2018
Grant Period Start	June 1, 2018
Grant Period End	May 31, 2019

Payment Schedule	
School Year	Amount
2018-2019	\$10,000.00

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

- A. This grant may be used only for the PLTW Launch program. Grantee must implement at least one PLTW Launch unit beginning in the 2018-19 school year.
- 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

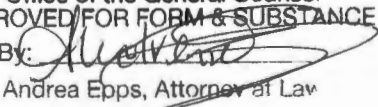
- E. Grantee will provide PLTW grant reports by April 15 of each grant year. The reporting requirements are to be managed in the My Grants section of myPLTW. Submitting timely reports is the responsibility of the district/school receiving the grant and PLTW reserves the right to determine satisfactory 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: _____
Title: _____ Linked Learning Director _____
Date: _____

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Andrea Epps, Attorney at Law

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



Grant Agreement

Grantee:	Madison Park Academy Secondary
Grant Amount	\$10,000.00
Purpose of Grant	To offset the costs associated with the PLTW Engineering program.
Award Date	May 10, 2018
Grant Period Start	June 1, 2018
Grant Period End	May 31, 2019

Payment Schedule	
School Year	Amount
2018-2019	\$10,000.00

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

- A. This grant may be used only for the PLTW Engineering program. Grantee should enhance the current PLTW Engineering program by increasing student enrollment, training additional teachers, implementing a new course or increasing the number of sections offered.
- 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

Madison Park Academy Secondary

PLTW Program

PLTW Engineering

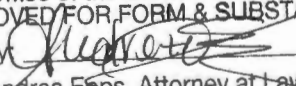
On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the PLTW grant, and hereby certify my authority to execute this agreement on Grantee's behalf.

Authorized Signer: _____

Name: _____

Title: _____ Linked Learning Director _____

Date: _____

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By 
Andrea Epps, Attorney at Law

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



Terms and Conditions

These terms and conditions outlined in this agreement ("**Agreement**"), as amended by the Addendum to the Project Lead the Way Terms and Conditions, are between Oakland Unified School District, located in Oakland, CA, (the "**Program Participant**") and PROJECT LEAD THE WAY, INC., a New York charitable not-for-profit corporation ("**PLTW**").

PLTW has established a comprehensive education program (the "**Program**"), which consists of various distinct curricular programs including PLTW Launch, PLTW Gateway, PLTW Biomedical Science, PLTW Computer Science and PLTW Engineering. In addition, PLTW supports and offers services to a network of school districts, colleges, universities, private sector collaborators, and other organizations.

The Program Participant wants to implement the Program, and PLTW wants to provide the Program to the Program Participant, including access to all Program curricula and annual updates as well as access to the PLTW electronic communication network, online systematic assessment and evaluation, online training, and online program support and additional benefits.

The parties want to work together to maximize the benefit of the Program to students by maintaining the quality standards and practices necessary to ensure the efficient and effective delivery of the Program.

The parties therefore agree as follows:

1. **Registration and Information.** The Program Participant acknowledges that it has executed a Participation Form and registered online with PLTW as of the date of this Agreement for one or more schools or sites, and has identified which distinct curricular program or programs it wishes to implement. In the event that the Program Participant elects to have additional schools or sites added, or elects to make other material changes such as additional curricular programs, the Program Participant must first provide the necessary information required by PLTW.

2. **PLTW Terms of Service & Privacy Policy.** The Program Participant shall comply with the PLTW Terms of Service and the Privacy Policy. The Terms of Service and Privacy Policy are available on the PLTW website, and these documents may be modified from time to time by PLTW. The Program Participant agrees that it is responsible for ensuring its compliance with these

documents and for checking the PLTW website periodically for any changes. Unless otherwise stated, the current version of these documents applies to the Program, any information PLTW may have, and the terms and conditions under which the Program is operated.

3. **PLTW Software.** The Program curricula are supported by certain software programs that align with the curricula to provide students with rigorous and relevant application of skills. The Program Participant shall obtain or purchase annual or other available rights to the software programs that are integrated into the Program courses. If the right to use the software is on an annual basis, then the term for the rights is the then-current academic year of this Agreement, after which the Program Participant must cease the use of the software unless this Agreement is renewed for additional terms. The Program Participant shall maintain reasonable security measures to protect the software and to prohibit its unlawful use. When not in actual use, the Program Participant shall secure the software.

4. **Annual PLTW Program Participation Fee.** The Program Participant will be assessed an annual participation fee for each school or site participating in the Program as follows: \$750 per Launch or Gateway Program, \$3,000 per Engineering Program. The participation fee(s) shall be due and payable no later than August 31 of each contract year this Agreement is in effect, with a contract year defined as July 1 of a year to June 30 of the next year immediately following. The total participation fee(s) payable by the Program Participant (the Oakland Unified School District) for all schools that use PLTW's services shall not exceed \$90,200 for the 2018-2019 academic year. Current participation fees are set forth in the Participation Form. The participation fee covers required software rights, program support features to the curriculum for which a school has trained teachers, as well as the associated support systems such as end of course assessments and teacher online on-demand professional development. PLTW may adjust any participation fees at any time, provided, however, that PLTW shall provide notice of such adjustment at least ninety (90) days prior to the price adjustment.

5. **Changes to Terms and Conditions.** PLTW may modify the terms and conditions of this Agreement or add or remove terms and conditions at any time. PLTW shall make every effort to provide notice of such changes at least ninety (90) days prior to implementation. In the event of any such modification of, removal of, or change to the terms and conditions of this Agreement, the Program Participant shall have 30 days from the date Program Participant is provided notice of the modification, removal, or change to contact PLTW in writing setting forth the change Program Participant believes to be problematic and/or cause to terminate and its intent to terminate. Following receipt of any such documented issue, PLTW will have thirty (30) days to cure. The Program Participant's continued use of the Program following such

changes, and the period of review set forth above, constitutes the Program Participant's acceptance of any such modification, additions, or deletions.

6. **Required Teacher Training.** (a) Teachers are required to successfully complete course-, unit-, or module-specific PLTW Teacher Training for each PLTW course they will instruct, as is further described below. The Program Participant will select each teacher for participation in the PLTW Teacher Training program. It is the sole responsibility of the Program Participant to ensure that every teacher meets all Federal, State and local requirements to teach each respective PLTW course. The Program Participant shall register each teacher being selected for training with PLTW by the applicable date established by PLTW. PLTW reserves the right to accept or reject any training candidate and shall determine, in its sole discretion, whether a teacher has successfully completed any required training.

(b) Participating teachers must successfully complete Readiness Training prior to attending additional training events for a given course or unit. PLTW will provide required Readiness Training online.

(c) Participating teachers must successfully complete Core Training for each PLTW course, unit, or module they will teach. Previously trained teachers may repeat Core Training.

(d) Program Participants offering PLTW Launch must identify at least one (1) Lead Teacher per site to attend Core Training. Lead Teachers shall provide building-level training at their site for additional PLTW Launch teachers and shall provide continued guidance on program implementation and inventory management.

(e) As content within a given course, unit or module is updated, PLTW may require completion of additional training.

7. **Equipment Used in the PLTW Program.** PLTW provides guidance on the PLTW website that includes details on equipment, supplies, and other items (collectively referred to as "equipment") that are required to implement the Program. In some instances, the curriculum requires the use of specific equipment (including software). Unless specific equipment is required by PLTW, the Program Participant may implement the Program using equipment purchased from vendors not listed on the PLTW website, provided such equipment meets or exceeds program specifications and adequately supports the Program.

8. **Safety.** The Program Participant is solely responsible for the safe and proper implementation of the Program at its sites and schools. The Program Participant shall ensure that any facility used to teach the Program will be adequately equipped to operate the equipment safely and properly and that such facility and any equipment

used therein shall at all times comply with applicable standards and customary practices relating to safety and reasonable use. The Program Participant shall be solely responsible for providing its faculty with appropriate safety training relating to the implementation of the PLTW Program and for appropriately supervising students participating in the Program.

9. **Assessment and Examinations.** The Program Participant shall administer the most current version of the End-of-Course Assessment ("EOC Assessments") provided by PLTW when applicable. The Program Participant shall administer such assessments in a computer-based format in accordance with the online systematic evaluation process, as determined by PLTW in its sole discretion. The Program Participant shall administer the EOC Assessments in accordance with the guidelines specified by PLTW and any deviation from those guidelines shall constitute a material breach under Section 16 of this Agreement unless preapproved and documented.

10. **Evaluation of Results.** PLTW shall study and evaluate the effectiveness of the Program on an ongoing basis in order to update instructional, curricular and assessment materials and otherwise improve the instruction that participating entities provide to students. These efforts will include the development, validation, and administration of assessments, examinations, surveys and other measurement tools. PLTW shall conduct, and the Program Participant shall participate in, online systematic assessments and regular evaluation processes.

11. **Collection and Handling of Data.** (a) In conducting the assessments and evaluations as contemplated in sections 9 and 10, respectively, PLTW may collect the following data: NCES code; teacher first/last name and email; course name; course begin date; student first/last name and ID number; student grade level; gender; date of birth; race; ethnicity; IEP status; and testing accommodations needed (collectively referred to as "data"). The parties shall ensure that any personally identifiable information remains confidential and will be used, shared, and maintained only in accordance with this Agreement, proper professional practices, and student confidentiality and applicable laws. The Program Participant shall provide annual notifications to affected individuals and implement any record-keeping and other such privacy requirements and disclosure consents relating to the performance of this Agreement.

(b) PLTW may retain data collected during any assessment and evaluation for up to six academic years, subject to legal and or regulatory record retention requirements, after a student's estimated matriculation date, after which time the data is destroyed. At the request of the Program Participant, a copy of the data will be returned to the Program Participant prior to destruction. Such request must be made by the Program Participant

by August 1st of the applicable school year, or the data will be destroyed in accordance with this Agreement. PLTW reserves the right to purge applicable data at least annually, without further notice. PLTW further agrees to delete any covered information at the reasonable request of the Program Participant where such information is under the Program Participant's control.

12. **Data Security and Privacy.** PLTW shall ensure that data remains secure and private, consistent with the fully-executed Program Participant's Data Sharing Agreement, as well as the following:

- (1) use or access to protected data shall be limited to PLTW representatives with a legitimate interest, including limits on internal access to education records to those individuals determined to have legitimate educational interests;
- (2) education records shall not be used for any purposes other than those explicitly authorized by the Program Participant in the Agreement;
- (3) reasonable administrative, technical and physical safeguards shall be maintained by PLTW and its service providers and vendors to protect the security, confidentiality, and integrity of personally identifiable information in its custody, including by protecting information from unauthorized access, destruction, use, modification, or disclosure; by deleting covered information upon request; and by developing contracts with third party vendors and service providers that (a) require such safeguards, (b) include measures to be taken to address service interruptions, and (c) require incident response plans, breach notification and remedial measures, and liability protection and indemnification in the event of a data security incident;
- (4) encryption technology shall be used to protect data from unauthorized disclosure, and safeguards associated with industry standards and best practices, such as encryption technology, firewalls, and password protection, shall be used when data is stored or transferred;
- (5) any student records continue to belong to the Program Participant;
- (6) students can retain possession and control of their own student-generated content or transfer the same to a personal account during the course of their class;
- (7) parents, legal guardians, or eligible students may inspect, review and correct any personally identifiable information by contacting the PLTW Solutions Center team;
- (8) personally identifiable information shall not be disclosed to any party, except as follows: (a) to

authorized representatives of PLTW carrying out their obligations pursuant to this Agreement; (b) to third parties where such disclosure is in furtherance of the purpose of this Agreement and such recipients are complying with legal and regulatory requirements, responding to judicial process, or otherwise protecting the safety of others or the security of the PLTW website; (c) with the prior written consent of the parent or eligible student, unless providing such notice of the disclosure is expressly prohibited by statute or court order and prior notice is instead provided to the Program Participant; or (d) to a third party if such information is being sold, disclosed or otherwise transferred in connection with the purchase, merger, or acquisition of PLTW by such third party;

- (9) personally identifiable information shall not be used for any purpose, including targeted advertising or sale or release for a commercial purpose, other than as required or specifically permitted under this Agreement;
- (10) PLTW will not knowingly amass a profile about a K-12 student, except in furtherance of K-12 school purposes;
- (11) appropriate and ongoing training on federal and state laws concerning the confidentiality of student, teacher or principal data shall be provided to any PLTW employee and officer who will have access to such protected data; and
- (12) in the event of a data security incident which compromises personally identifiable information and that is attributable to PLTW, PLTW agrees to promptly notify the Program Participant and, to the extent agreed upon by the parties, otherwise comply with applicable laws regarding any notification obligations

13. **License; Program Identification.** (a) The Program Participant acknowledges that PLTW retains all rights and title to its marks, curricula, framework, methodologies, processes, information, materials and other intellectual property (collectively referred to as "materials"). PLTW grants to the Program Participant a non-exclusive, non-transferable license to reproduce and use, to the extent authorized herein, printed or electronic materials developed and/or used in connection with the Program, for the sole purpose of instruction to students at registered schools or sites that are actively providing instruction, and appropriate training for authorized faculty. Any other use, reproduction, disclosure, or distribution of such materials, including but not limited to commercial use, is strictly prohibited.

(b) *Project Lead The Way, PLTW*, the PLTW "atom" logos, and other marks used in the Program are service/trademarks of PLTW. During the term of this Agreement, the Program Participant shall use the appropriate logos, marks and other identifying materials

on all Program materials and communications with faculty, students, officials and community constituents. PLTW shall provide the Program Participant with appropriate instructions and labels relating to such identifying material to facilitate the proper promotion of the Program. Upon termination of this Agreement, the Program Participant shall cease using any such identifying material and shall make no representations linking any of its own educational programs to the Program without the prior written consent of PLTW. All press releases and other public pronouncements involving the Program shall be subject to the advance approval of PLTW. The Program Participant agrees to reasonably promote and publicize the Program in order to encourage student participation, and to retain the Program's distinct character. No other right or license is granted, either express or implied, for any other intellectual property right owned, possessed, or licensed by or to PLTW. All rights not expressly granted herein are expressly reserved by PLTW. All use of PLTW's marks under this license, and all goodwill existing, acquired or developed in the marks shall inure solely to the benefit of PLTW. The Program Participant acknowledges that PLTW has established certain standards of quality and character for the marks and hereby agrees to maintain PLTW's trademark use standards. The Program Participant shall not alter, modify or edit the marks without prior written consent from PLTW. The Program Participant shall not contest the validity or ownership of the marks by PLTW.

(c) The license granted in this Agreement shall cease upon the earliest to occur of: (i) the termination of this Agreement, or (ii) PLTW providing sixty (60) days written notice to the Program Participant of its election to revoke the license. Upon termination of the license, the Program Participant shall cease to use all materials. In addition, at the election of PLTW, all materials, including any reproductions thereof, shall be immediately returned to PLTW, and in no event later than fifteen (15) days after the effective date of termination.

14. Protection of Intellectual Property Owned by Nonparty. The Program Participant agrees to adhere to any and all restrictions in connection with equipment, software, and other intellectual property use agreements between PLTW and software producers, vendors or other such entities, and to take proactive measures to protect intellectual property used or available under such agreements, as shall be requested by PLTW or the owner of the intellectual property. Upon a termination of this Agreement, the Program Participant shall discontinue use of all equipment, software, or other intellectual property provided to the Program Participant pursuant to this Agreement or through special agreements relating to the Program Participant's participation in the Program. PLTW assumes no liability for the non-performance of the equipment, software, or other intellectual property but will provide reasonable assistance to resolve non-performance issues with the owner of the equipment, software, or other intellectual property. If the Program

Participant materially breaches these restrictions, its right to use such equipment, software, or other intellectual property will be terminated and all equipment, software, or other intellectual property shall be immediately returned to PLTW or the owner. The Program Participant shall solely be responsible for any remedies sought by the owner relating to the Program Participant's breach of these provisions, and PLTW shall not be liable in any way for such breach.

15. Representations of the Program Participant.

(a) With respect to the authority to bind the Program Participant, the Program Participant makes the following representations: (1) This Agreement has been duly approved by the governing authority of the Program Participant, and the person executing this Agreement on behalf of the Program Participant has been duly authorized to so act by the Program Participant; (2) This Agreement is a legally binding agreement whose rights and obligations run only between the Program Participant and PLTW, and the Program Participant's execution of this Agreement does not create rights in any other party; and (3) The terms of this Agreement do not violate or conflict with the Program Participant's charter or any other of its rules of governance, the laws of the Program Participant's State or any subdivision thereof, or any other agreement to which the Program Participant is a party.

(b) With respect to any software and equipment used for the Program, the Program Participant makes the following representations: (1) the Program Participant is solely responsible for the security and safety of any software and equipment that may be provided by such Program Participant to any person in connection with the implementation of this Program; and (2) the Program Participant has implemented and will update annual notifications, record-keeping, and other such privacy requirements and verifications relating to the Program, to the extent of the Family Educational Rights and Privacy Act (FERPA), the Children's Internet Protection Act (CIPA), the Children's Online Privacy Protection Act (COPPA) or other applicable laws, including, without limitation, obtaining verifiable consent from the parents/guardians of all students to the collection and use of personal information provided through and on PLTW websites or related applications and software and use of school internet resources; and any required filtering software or mechanisms to protect students from harmful or objectionable materials. Notwithstanding the foregoing, PLTW and Program Participant agree that Program Participant's Data Sharing Agreement shall also govern the sharing of Program Participant's data.

16. Default. (a) Upon a material breach of this Agreement by either party which is not cured within fifteen (15) days after written notice is mailed to the defaulting party, this Agreement shall terminate effective upon the completion of the then-current academic year.

(b) If the Program Participant fails to make prompt payment of the participation fee in accordance with the terms of this Agreement or to implement the Program for the academic year immediately following the date of this Agreement, then this Agreement may immediately terminate, at the option of PLTW.

(c) In addition to the right to terminate the Agreement upon a breach thereof, the parties shall also have the right to exercise all of their respective remedies, both legal and equitable, as a result of the breach.

17. **Term of Agreement.** The term of this Agreement shall begin as of the date of signing and shall end on June 30 of the following year. Should the Program Participant elect to continue the Program, it shall execute a new Agreement for the following scholastic year.

18. **Indemnification.** (a) To the extent permitted by law, the Program Participant shall indemnify, defend and hold harmless PLTW from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that PLTW may incur as a result of or any negligent or willful act or failure of the Program Participant or any of its agents or employees (1) to perform any of its representations or commitments under this Agreement, or (2) resulting in any loss, security breach, or compromise of any information that may be contained on software or equipment used for the Program.

(b) To the extent permitted by law, PLTW shall indemnify, defend and hold harmless the Program Participant from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that the Program Participant may incur as a result of any negligent or willful act of PLTW or any of its agents or employees or the failure by PLTW to perform any of its representations or commitments under this Agreement.

19. **Assignment.** Neither party may assign any of its rights or delegate any of its obligations under this Agreement to any third party without the prior written consent of the other party.

20. **Notices.** Notices or communications required under this Agreement shall be in writing and shall be sent

by registered or certified mail, return receipt requested, or by overnight delivery, as follows:

If to the Program Participant:

Oakland Unified School District
1000 Broadway
Suite 440
Oakland, CA 94607

If to PLTW:

Project Lead The Way, Inc.
Attn: Program Agreements
3939 Priority Way South Drive,
Suite 400
Indianapolis, IN 46240
ph: 877-335-7589

21. **Governing Law and Choice of Venue.** This Agreement will be construed in accordance with and governed by the laws of the State of California, but without resort to principles of conflict of laws. Any action brought with respect to this Agreement shall be brought in or venued to a court of competent jurisdiction within the County of Alameda, State of California. By execution of this Agreement, each Party consents to personal jurisdiction in the courts of the State of California.

22. **Successors.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

23. **Entire Agreement.** This Agreement, and any additional exhibit attached hereto as an exhibit or incorporated herein by reference, constitute the entire understanding between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

24. **Effectiveness; Date.** This Agreement will become effective when both parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Each party is signing this Agreement on the date stated opposite that party's signature.

Date:

By:

Program Participant or its legally authorized designee

Date: July 27, 2018

By: Glade T. Montgomery

*Glade Montgomery
Senior Vice President and Chief of Staff*

This document has been signed by PLTW in its original format, and PLTW's consent is limited to the original language contained herein. PLTW does not consent to any changes made to this document. Any modifications Program Participant makes to this document shall not be made part of the document absent review and subsequent signature of PLTW approving said changes.

ADDENDUM TO PROJECT LEAD THE WAY TERMS AND CONDITIONS

This Addendum amends and modifies the Terms and Conditions, including the PLTW Terms of Service and the PLTW Privacy Policy and any other documents or terms incorporated therein (collectively, Agreement) between Project Lead the Way (CONTRACTOR or PLTW) and Oakland Unified School District (OUSD or Program Participant), and is incorporated into the Agreement as if fully set forth therein.

1. **CONTRACTOR Qualifications / Performance of Services:**

CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by the Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

2. **Invoicing:** OUSD shall pay the Annual PLTW Participation Fee as outlined in paragraph 4 in the Terms and Conditions executed by the parties. All amounts paid by OUSD shall be subject to audit by OUSD. The Participation Form shall serve to confirm program implementation and may include the Participation Fee paid by OUSD paid prior to program implementation.

3. **Status of Contractor:** The Agreement is not an employment contract. CONTRACTOR, in the performance of the Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

4. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

- i. If CONTRACTOR employs any person to perform work in connection with the Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (and Federal laws, when applicable). Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

CONTRACTOR check and initial by one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

- iii. If CONTRACTOR is offering OUSD professional advice under the Agreement, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

5. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of the Agreement.

6. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
7. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, contractors, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
8. **Waiver:** No delay or omission by either party in exercising any right under the Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
9. **Conduct of CONTRACTOR:** By signing the Agreement and this Addendum, CONTRACTOR certifies
 1. **Tuberculosis Screening:** That if and when OUSD provides notice to CONTRACTOR that CONTRACTOR is required under California or federal law to screen employees who will have frequent or prolonged contact with OUSD pupils, CONTRACTOR shall affirm that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under the Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ('Employees') regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. "

In the event that OUSD, in its sole discretion, at any time during the term of the Agreement, desires the removal of any CONTRACTOR-related person, employee, representative or agent from an OUSD school site and/or property, CONTRACTOR shall immediately, upon receiving written notice of the reason for removal from OUSD describing such desire, cause the removal of such person or persons.

10. **No Rights in Third Parties:** The Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided therein.
11. **Limitation of OUSD Liability:** Other than as provided in the Agreement and the PLTW Terms and Conditions, OUSD's financial obligations under the Agreement shall be limited to the payment of the compensation provided in the Agreement and PLTW Terms and Conditions. Notwithstanding any other provision of the Agreement or other written agreement of the parties, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, the Agreement and/or PLTW Terms and Conditions for the services performed in connection with the Agreement and/or PLTW Terms and Conditions.
12. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of the Agreement. Contractors will be permitted access to student data only where permissible under state and federal law.
13. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest, and if CONTRACTOR intends to hire any officer or employee of OUSD to perform any service under the Agreement, CONTRACTOR shall make every reasonable effort to provide notice to OUSD of that person's name and OUSD title to OUSD.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under the Agreement, and in the event of change in either private interest or services under the Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

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

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

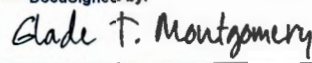
15. **Incorporation of Recitals and Exhibits:** The Recitals and any exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent (a) any recital or document incorporated herein OR (b) any recital or document other than this Addendum that is incorporated by the Agreement OR (c) the Agreement conflicts with any term or provision of this Addendum, the terms and provisions of this Addendum shall govern.
16. **Severability of Terms:** In the event any term or provision of this Addendum shall be held invalid or unenforceable by any court, that term or provision shall be omitted here from, but the remaining provisions of this Addendum shall remain in full force and effect.
17. **Integration/Entire Agreement of Parties:** The Agreement and this Addendum constitute the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. The Agreement and this Addendum may be amended or modified only by a written instrument executed by both Parties.
18. **Counterparts:** The Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
19. **Signature Authority:** Each party has the full power and authority to enter into and perform the Agreement, and the person signing the Agreement and this Addendum on behalf of each Party has been given the proper authority and empowered to enter into the Agreement and Addendum.
20. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of the Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent that formal approval. The Agreement shall be deemed approved when it has been signed by the Board of Education and/or the Superintendent as its designee.
21. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Agreement and Addendum the W-9 form.
22. **Contract Publicly Posted:** The Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

OAKLAND UNIFIED SCHOOL DISTRICT

- _____
 President, Board of Education
 Superintendent
 Chief or Deputy Chief

 Secretary, Board of Education

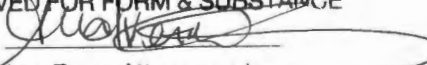
CONTRACTOR

DocuSigned by:

 Contractor Signature FRB7QA67A11E467...

Glade T. Montgomery, SVP and Chief of Staff

 Print Name, Title

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

By: 
 Andrea Epps, Attorney at Law

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

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).

X 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

("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.

- 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

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.

DATA SHARING AGREEMENT

OAKLAND UNIFIED SCHOOL DISTRICT/PROJECT LEAD THE WAY

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- 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.

- 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:

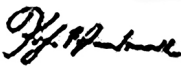
- k. **Termination.** This Agreement takes effect upon signature by the authorized representative of each party and will remain in effect until termination of this agreement (see Term above). The parties further understand that the DISTRICT may cancel this Agreement at any time, upon thirty (30) days' 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 12th day of September, 2018.

Accepted on behalf of the Oakland Unified School District

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

Date: 9/13/18


Aimee Eng
President, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & TERMS
By: 
Andrea Epps, Attorney General

Accepted on behalf of the RECIPIENT

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

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

By: _____ Date: _____
Authorized Representative

Print Name, Title