

Board Office Use: Legislative File Info.	
File ID Number	26-1637
Introduction Date	8/12/26
Enactment Number	
Enactment Date	



Board Cover Memorandum

To Board of Education

From Denise G. Saddler, Superintendent
Jenine Lindsey, General Counsel

Meeting Date August 12, 2026

Subject Memorandum of Understanding and Engagement Policy between District and Keller Rohrback Lawfirm

Ask of the Board Ratification by the Board of Education of a Memorandum of Understanding and Engagement Policy (MOUEP) and Data Sharing Agreement, by and between District and Keller Rohrback Law Firm.

Background Keller Rohrback Lawfirm has specialized expertise in civil litigation matters related to social media and will be providing those services on an as needed basis.

Discussion The District's General Counsel seeks ratification of the Memorandum of Understanding and Engagement Policy enabling Keller Rohrback to continue to provide legal advice, counsel, and civil litigation related to social media, as requested by the Legal Department on an as needed basis, for the period of July 1, 2026 through June 30, 2029, in an amount to be paid on a contingency basis as described in Section 3 of the MOUEP.

Fiscal Impact General Purpose Fund - Not to Exceed \$119,100 per fiscal year.

Attachment(s)

- Memorandum of Understanding and Engagement Policy between OUSD and Keller Rohrback Lawfirm
- Data Sharing Agreement between OUSD and Keller Rohrback

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**MEMORANDUM OF UNDERSTANDING AND ENGAGEMENT POLICY BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT AND
KELLER ROHRBACK LAW FIRM**

1. INTENT

This Memorandum of Understanding (hereinafter “MOU” or “Agreement”) authorizes **KELLER ROHRBACK LAW FIRM** (hereinafter “Counsel” or “Contractor”), to provide legal services to Oakland Unified School District (“OUSD” or “District”) for civil litigation matters and other legal services on an as needed basis (“SERVICES”). Counsel or Contractor hereinafter includes (to the extent they exist): Counsel Board members, officers, trustees, and directors; Counsel employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under Counsel’s direction, invitation, or control “Counsel Agents”.

2. COMPENSATION AND TERM

3. ATTORNEYS’ FEES

Other than as set forth in Paragraph 6, below, the fees that OUSD agrees to pay Counsel (“Attorneys’ Fee” or “Attorneys’ Fees”) will depend on the outcome of the Lawsuit, as set forth here:

- a. “Sums Recovered” means all monies (and the value of any other property) actually paid in settlement of or judgment on the Lawsuit’s claims (including the settlement of any demand made by Counsel on OUSD’s behalf before initiation of the Lawsuit), including any monies paid in settlement or judgment as an award of attorneys’ fees, costs, or interest.
- b. If the Sums Recovered is an amount less than or equal to \$10 million, the Attorneys’ Fee shall be 20% of the recovery;
- c. If the Sums Recovered is an amount greater than \$10 million but less than or equal to \$20 million, the Attorneys’ Fee shall equal the amount specified in Section 3(b) above, plus 18% of any Sums Recovered in the \$10 million to \$20 million range.
- d. If the Sums Recovered is an amount greater than \$20 million but less than or equal to \$25 million, the Attorneys’ Fee shall equal the amount specified in Sections 3(b) and 3(c) above, plus 13% of any Sums Recovered in the \$20 million to \$25 million range.

- e. If the Sums Recovered is an amount in excess of \$25 million, the Attorneys' Fee shall equal the amount specified in Sections 3(b), 3(c), and 3(d) above, plus 10% of any Sums Recovered in excess of \$25 million.
- f. If the Lawsuit proceeds to trial, Counsel will be entitled to an additional 2% of Sums Recovered specified in 3(a)-3(e).
- g. If the Lawsuit proceeds to trial and the court awards OUSD a monetary judgment and an attorneys' fee, and the attorneys' fee is greater than the percentage Counsel would be entitled to under Section 3(a)-(f), then Counsel will be entitled to the full attorneys' fee awarded by the Court.
- h. Bills/invoices for attorney fees, and expenses due pursuant to this agreement must be submitted to General Counsel for final approval before any attorneys' fees payment is made from the sums recovered.

NO ATTORNEYS' FEES SHALL BE PAID IF NO RECOVERY IS MADE.

4. ADVICE CONCERNING ATTORNEYS' FEE

OUSD has been informed of the alternative of employing Counsel on an hourly fee basis. This alternative would require the payment of a \$25,000 retainer at commencement of the representation, payment of costs as incurred, and payment of legal fees each month for legal services. In deciding to engage Counsel on a contingency fee basis, OUSD has considered the risks involved in this case, the experience and reputation of Counsel, and the uncertainty regarding the number of hours required to prosecute the case.

5. COSTS

Counsel will advance all "out-of-pocket" costs, fees, and expenses incurred by Counsel in pursuing the Lawsuit ("Costs"). Notwithstanding the foregoing, Counsel agrees to notify and obtain OUSD's consent, in writing, before incurring Costs aggregating more than \$10,000 in any single month.

OUSD understands that Counsel shall seek reimbursement from defendants for all Costs actually expended, but that there is no guarantee that Costs will be reimbursed by the defendants to Counsel. Counsel will be reimbursed for all Costs out of any settlement or recovery in addition to any Attorneys' Fees they receive under Paragraphs 3 or 6 as the case may be. Counsel shall be reimbursed for Costs first, from any monies paid by a defendant on account of Cost reimbursement and, if such monies are insufficient, from any monies paid as part of the Sums Recovered.

Counsel may, with OUSD's prior consent which shall not unreasonably be withheld, hire any expert or consultant whose services Counsel advises OUSD is necessary for the evaluation or prosecution of any of the claims within the scope of the Lawsuit.

Counsel will provide an itemization of costs, fees and expenses upon request by OUSD General Counsel.

NO COSTS SHALL BE PAID IF NO RECOVERY IS MADE.

6. WITHDRAWAL OR DISCHARGE

Subject to Court rules and other applicable laws, Counsel shall have the right to withdraw from representation of OUSD upon giving reasonable notice of the intention to withdraw. In the event of withdrawal of Counsel or discharge of Counsel by OUSD, Attorneys may seek reasonable fees for services rendered according to the terms of Paragraph 3, above. OUSD shall have the right to discharge Counsel at any time. If OUSD discharges Counsel, Counsel retain the right to seek reasonable fees for services rendered according to the terms of Paragraph 3, above.

This MOU is effective immediately and shall govern the engagement of Counsel for the Oakland Unified School District ("District" or "OUSD") on or after July 1, 2026.

7. TERMS AND CONDITIONS

7.1 **Term of Agreement.** The term of this agreement shall be July 1, 2026 through June 30, 2029 and may be extended by written agreement of both parties.

7.2 **Notice of Termination.** OUSD may at any time terminate this Agreement upon not less thirty (30) days written notice to Counsel. OUSD shall compensate Counsel for services satisfactorily provided through the date of termination.

7.3 In addition, OUSD may terminate this agreement for cause should Counsel fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, Counsel shall pay the additional cost. OUSD's right to terminate this Agreement is not its exclusive remedy but is in addition to all other remedies available to the OUSD by law, in equity, or under the provisions of this Agreement.

7.4 Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this Agreement, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of Counsel to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to Counsel. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. Counsel shall immediately stop providing Services upon receipt of the termination notice from the OUSD Superintendent.

7.5 **Due to Failure to Ratify by OUSD Board.** If, consistent with Paragraph 23 (Signature Authority), this Agreement is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this Agreement, this Agreement

shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate Counsel for the services satisfactorily provided through the date of termination.

7.6 Upon any termination of this Agreement under this section (Notice of Termination), Counsel shall provide OUSD with all data and materials produced, maintained, or collected by Counsel pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form. Counsel further agrees to do all other things reasonably necessary to cause an orderly transition of services without detriment to the rights of OUSD.

7.7 Choice of Laws/Litigation. This Agreement shall be deemed to 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.

7.8 Certificates/Licenses/Permits/Registration. Counsel shall obtain and keep in force, and ensure that all Counsel Agents secure and maintain in force all licenses, permits, certificates, and registration as are required by law and any necessary in connection with the performance of this Agreement.

7.9 Conflict of Interest. Counsel and Counsel Agents shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. Counsel shall not hire, contract with or employ any officer or employee of OUSD to perform any service by this Agreement. Counsel affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Counsel's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this 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. Counsel has undertaken a conflicts check within its firm and certifies that it has no conflict of interest with respect to its assistance to OUSD or has obtained a written conflicts waiver from OUSD's Legal Department. Through its execution of this Agreement, Counsel acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Counsel receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Counsel agrees it shall immediately notify OUSD in writing.

7.10 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, Counsel, or subcontractors are to use drugs on these sites.

7.11 Waiver. No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.

7.12 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, age, or any other legally protected class; therefore, Counsel 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. Counsel 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. In addition, Counsel agrees to require like compliance by all its subcontractor(s).

7.13 Compliance with California and Federal Laws. COUNSEL shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The COUNSEL shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the COUNSEL or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.

7.14 Limitation of OUSD Liability. Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, 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 this Agreement for the services performed in connection with this Agreement.

8. AREAS OF AUTHORITY

8.1 Independent Contractor. This is not an employment contract. Counsel is an independent⁶ contractor or business entity in the performance of this Agreement and will be responsible for operations and management of its employees to sufficiently carry out the agreed upon Scope of Work. Counsel understands and agrees that it and all of its employees and other Counsel Agents shall not be considered officers, employees, agents, partners, or joint ventures 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. Counsel shall assume full responsibility for payment of all Federal, State, and local taxes or contributions necessary to do business in the State of California, including unemployment insurance, social security and income taxes with respect to Counsel's Agents. In the performance of the work herein contemplated, Counsel is an independent contractor, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained. COUNSEL verifies all of the following:

- COUNSEL is free from the control and direction of OUSD in connection with the performance of the work;
- COUNSEL is providing the SERVICES directly to OUSD rather than to customers of OUSD;
- The contract between OUSD and COUNSEL is in writing;
- COUNSEL has the required business license or business tax registration, if the work is performed in a jurisdiction that requires COUNSEL to have a business license or business tax registration;
- COUNSEL maintains a business location that is separate from the business or work location of OUSD;
- COUNSEL is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- COUNSEL actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- COUNSEL advertises and holds itself out to the public as available to provide the same or similar services;
- COUNSEL provides its own tools, vehicles, and equipment to perform the SERVICES;
- COUNSEL can negotiate its own rates;
- COUNSEL can set its own hours and location of work; and

- COUNSEL is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

8.2 Qualifications. COUNSEL represents and warrants that COUNSEL and all COUNSEL INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. COUNSEL will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.

COUNSEL represents and warrants that all COUNSEL INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this 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.

COUNSEL agrees to immediately remove or cause the removal of any COUNSEL INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide COUNSEL with a basis or explanation for the removal request.

8.3 No Rights in Third Parties. This agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

8.4 Assignment. The obligations of Counsel under this Agreement shall not be assigned by Counsel without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

8.5 Ownership of Documents. Except as agreed to by the Parties, all documents created by Counsel pursuant to this Agreement, including but not limited to reports, designs, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by Counsel, are and shall be at the time of creation and thereafter the property of the OUSD, with all intellectual property rights therein vested in the OUSD at the time of creation. Except as agreed to by the Parties, OUSD shall be entitled to access to and copies of these materials during the progress of the work. Except as agreed to by the Parties, any such materials in the hands of Counsel or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the OUSD. Counsel may retain a copy of all materials produced under this Agreement for its use in its general business activities.

8.6 Copyright/Trademark/Patent/Ownership. Except as agreed to by the Parties, Counsel understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. Except as agreed to by the Parties, OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD.

8.7 Confidentiality and Data Privacy. COUNSEL shall maintain the confidentiality of all information and documents received. COUNSEL understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. All data, documents, discussions, or other information developed or received by or for Counsel in PERFORMANCE of this Contract are confidential and not to be disclosed to any person except as authorized by OUSD or OUSD's designee, or as required by law. Counsel understands that student data is confidential. If Counsel will access or receive identifiable student data, other than directory information, in connection with this Contract, Counsel agrees to do so only after Counsel and OUSD execute a separate

data sharing agreement. Notwithstanding Section 4, Indemnification, should Counsel access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, Counsel shall be solely liable for any and all claims or losses resulting from its access or receipt of such data. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Contract.

9. INDEMNIFICATION

To the furthest extent permitted by California law, Counsel shall defend, indemnify and save harmless the District, its Governing Board, its Governing Board, agents, representatives, officers, consultants, employees and former employees, trustees, and volunteers ("OUSD Indemnified Parties") from and shall defend them against any and all loss, cost, damage, injury, liability, and claims including but not limited to claims for injury to or death of a person, including employees of Counsel, or loss of or damage to property, arising directly or indirectly from Counsel's performance of this Agreement, except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of the District and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Counsel, or Counsel Agents. Counsel shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at Counsel's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that Counsel proposes to defend OUSD Indemnified Parties. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and the District's costs of investigating any claims against the District.

In addition to Counsel's obligation to indemnify the District, Counsel specifically acknowledges and agrees that Counsel has an immediate and independent obligation to defend the District from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Counsel by the District and continues at all times thereafter.

10. INSURANCE

Without in any way limiting Counsel's liability pursuant to the "Indemnification" section of this Agreement, at all times throughout the term of the MOU Counsel shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than A-, VIII or higher in Best Insurance Rating Guide, the following policies of insurance:

Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable.

Employer's Liability Insurance Limits shall not be less than one million dollars (\$1,000,000) per accident, injury, or illness; and

Comprehensive Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) for each occurrence, combined single limits for bodily injury and property damage, including coverage for owned and non-owned and hired auto coverage, as applicable; and

Comprehensive General Liability Insurance with limits not less than one million dollars (\$1,000,000) for each occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily

injury and property damage. Coverage for sexual misconduct and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. 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 COUNSEL. The policy shall protect COUNSEL 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.

Professional Liability Insurance with limit not less than one million dollars (\$1,000,000) each claim, with a deductible of not greater than one hundred thousand dollars (\$100,000) per claim, covering legal malpractice arising from any services provided under this Agreement.

Except for Professional Liability Insurance, all liability policies that this Section requires Counsel to maintain shall provide for the following: (i) name as additional insureds the District, the School Board, the State Trustee, and the District's officers, agents, and current and former employees; and (ii) specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement and that insurance applies separately to each insured against whom claim is made or suit is brought.

Within thirty (30) days of approval of this Agreement, Counsel shall deliver to the General Counsel and General Counsel designee, a certificate of insurance for each required policy with insurers and additional insured policy endorsements for the comprehensive general liability insurance and comprehensive automobile liability. Each policy and certificate shall provide that no cancellation, major change in coverage or expiration shall become effective or occur until at least thirty (30) days after receipt of written notice by the General Counsel and General Counsel designee.

The above policies of insurance shall be written on forms acceptable to the Risk Manager of the OUSD. If at any time said policies of insurance lapse or become canceled, this Agreement shall become voidable at the complete discretion of the District. The acceptance by OUSD of the above-required insurance does not serve to limit the liability or responsibility of the insurer or Counsel to OUSD.

11. PRIOR AUTHORIZATION

Bills for work done without prior written authorization will not be processed for payment or paid unless copied to OUSD's Legal Department and approved in writing by the General Counsel (which in all references to General Counsel includes any person designated by the General Counsel to monitor the matter).

12. BILLING AND INVOICES

Invoices furnished by Counsel under this Agreement must be in a form acceptable to OUSD. All Counsel representing the District are to provide the following information on bills or invoices submitted to the District for payment of legal services provided:

- a. Name of the project or matter;
- b. The matter or number or other designation contained in the engagement letter;
- c. Description of the services sufficient for the District to understand what matter-related task was performed by each attorney or paralegal on a daily basis;

- d. The name of each attorney or paralegal working on the matter;
- e. The hours worked by each billing person for each task described (task billing) daily to the nearest .1 of an hour;
- f. The hourly rate for each billing person;
- g. An itemization of any cash or cost disbursements;
- h. The name of the General Counsel designee authorizing the work or to whom Counsel reports;
- i. Total fees and costs billed to date; and
- j. Total fees and costs paid by the District to date.

A one-page summary shall accompany each statement or invoice indicating (a) the firm name submitting the invoice/statement; (b) the OUSD assigned matter number and firm matter reference number; (c) total hours billed and corresponding fees and costs for the current billing period; (d) payments credited during the current billing period; (e) any past-due amount; and (f) total amount due. Do not include any description of services performed on this one-page summary.

All invoices shall be accompanied by the following verification statement signed by the lead attorney assigned to the matter:

I personally reviewed this invoice dated _____. All entries are in accordance with the Letter of Engagement or other agreements and instructions pursuant to which this invoice is submitted. I have ensured that the statement of services and the fees, costs and any other items on the invoice are correct and that the services and costs were incurred in compliance with all agreements between me and/or my firm and the General Counsel of the Oakland Unified School District.

Invoices or bills not containing all the information required above shall be returned unpaid with a request for resubmission in the proper form.

13. IMPORTANT BILLING AND PAYMENT NOTES

- a. The hourly billing rate shall not exceed: _____

_____.
- b. Bills/invoices for attorney fees and expenses must be submitted monthly within 30 days of the end of the billing period unless otherwise agreed. Bills or legal invoices should indicate "OUSD Legal Department" at the top. Bills for NCR matters should be sent via email to the George Hills Company claims adjuster assigned to the matter. Bills for non-NCR matters should be sent via email to the General Counsel designee.
- c. The District will not pay for fees/costs not reflected on bills or invoices.
- d. The District shall not reimburse for time spent for filing, file indexing, proofreading, typing, filing fees, and the like, unless approved in writing in advance by the General Counsel designee. Unless approved in writing in advance by the General Counsel designee, the District shall not pay for secretarial overtime or associated expenses, office supplies, local telephone calls and/or invoice preparation.
- e. The District will pay only the actual costs for reasonable expenses without any premiums or

markups.

- f. Counsel does not charge for the following: in office photocopying; facsimile charges; U.S. First Class Postage (excludes overnight or express charges); on-line legal research subscriptions; administrative overhead.
- g. Legal research in excess of three (3) hours on a discrete issue on a matter must be pre-approved in writing by the General Counsel designee. The District shall not be charged or reimburse Counsel for electronic research costs, such as Lexis or Westlaw charges.
- h. The District shall be billed and shall pay for services computed by tenths of an hour. The District will not pay "flat rate" charges such as "X" for all telephone calls under a set duration or "Y" for a review of documents (correspondence/emails/etc.).
- i. General administrative matters, such as budget preparation and discussion of invoices from the firm to the District for services are not billable.
- j. Counsel's hourly rates shall be approved in writing by General Counsel designee. Rate issues or request for adjustments must be raised directly with the General Counsel designee.
- k. If, at any time during the engagement, Counsel has any question regarding the meaning or implementation of the provisions of this engagement, Counsel must immediately bring that issue to the attention of the General Counsel and General Counsel designee.
- l. OUSD retains the right to audit all bills or files that are or have been the subject matter of any billing in the past. Such an audit will require Counsel to produce any and all documentation that would support the billing submitted by Counsel. Counsel will produce any individual who has submitted billing on behalf of the firm, as well as any firm personnel who would have knowledge or information regarding any billing, and the firm shall produce such persons to answer any and all questions regarding the billings. Counsel acknowledges that OUSD may utilize its own personnel, an outside auditing service, or such other company or service as OUSD designates, to perform such audits.

14. PERFORMANCE OF COUNSEL

- a. Except as otherwise agreed in writing by the General Counsel designee, the District will typically pay for only one attorney from a firm to attend interviews, conferences, and meetings. The attorney making the appearance shall be the attorney approved for that function, and must possess a working knowledge of the matter.
- b. Except as otherwise agreed to in writing by the General Counsel and General Counsel designee, where media contact or exposure is anticipated, Counsel must immediately notify the General Counsel and General Counsel designee. The District may designate the appropriate spokesperson to respond to inquiries. Counsel will not make comments to the press and will do so only after copying OUSD's Legal Department and with the prior input and approval of General Counsel designee.
- c. If, at any time during the handling of the matter, a conflict of interest develops between or among any of the District's employees being represented, the conflict must be disclosed immediately to the General Counsel and General Counsel designee.
- d. Upon request from the General Counsel designee, Counsel shall provide matter updates and drafts of any written work product before it is finalized.
- e. Consulting with or retention of outside experts requires authorization from the General

Counsel designee. Counsel are reminded that they are responsible for ensuring their compliance with the requirements of federal and state confidentiality statutes, including FERPA and HIPAA. If appropriate, Counsel should have retained experts and consultants sign a HIPAA Business Associate Agreement.

15. ALIGNMENT

COUNSEL agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.

16. HEALTH AND SAFETY ORDERS AND REQUIREMENTS

Counsel agrees to immediately adhere to and follow any health and safety orders or requirements issued at the time of the execution of this Agreement, or in the future by District or other public entities, including, but not limited to, providing District with information regarding possible exposure of OUSD employees by any employee, subcontractor, agent, or representative of Counsel, and information necessary to perform contact tracing.

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Counsel 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 this Agreement, certifies that neither Counsel nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).

18. SEVERABILITY

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

19. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

20. CAPTIONS AND INTERPRETATIONS

Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

21. CALCULATION OF TIME

For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.

22. W-9 FORM

If Counsel is doing business with OUSD for the first time, Counsel must complete and return with the signed MOU a W-9 form.

19. LEGAL NOTICES

All legal notices provided for under this Agreement shall be sent (i) via email and (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

OUSD

Name: Jenine Lindsey, General Counsel
Site/Department: OUSD Legal Department
Address: 1011 Union Street, Site 946
City, ST, Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

CONTRACTOR

Name: Keller Rohrback Lawfirm
Address: 180 Grand Ave., Suite 1380
City, ST, Zip: Oakland, CA 94607
Phone: 510-463-3900
Email: dkawamoto@KellerRohrback.com

19. INCORPORATION OF RECITALS AND EXHIBITS

Any recitals and exhibits attached to this Agreement are incorporated herein by reference. Counsel agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.

20. INTEGRATION/ENTIRE AGREEMENT OF PARTIES

This Agreement constitutes the entire agreement between the PARTIES 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.

21. COUNTERPARTS AND ELECTRONIC SIGNATURE

This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations

including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

22. AGREEMENT PUBLICLY POSTED

This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the District's Website.

23. SIGNATURE AUTHORITY.

- a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
- b. Notwithstanding subparagraph (a), COUNSEL acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. COUNSEL agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.

24. AGREEMENT CONTINGENT ON OUSD GOVERNING BOARD APPROVAL

The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to COUNSEL absent such formal approval or valid and proper execution.

REST OF PAGE INTENTIONALLY LEFT BLANK

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

KELLER ROHRBACK

Name: Dean Kawamoto

Signature: 

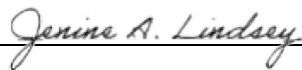
Position: Partner Attorney

Date: 6/16/2026

One of the terms and conditions to which Counsel specifically acknowledges and agrees by its signature is not to expect or demand compensation for any Services performed prior to the parties, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the the OUSD Superintendent, or OUSD Legal Counsel, stating that OUSD has validly and properly executed this Agreement.

OUSD

Name: Jenine A. Lindsey

Signature: 

Position: General Counsel

Date: 6/16/2026

- ☐ Board President (for approvals)
- ☒ **XX** Chief/Deputy Chief/Executive Director (for ratifications)

Name: Denise G. Saddler

Signature: _____

Position: Superintendent and Secretary, Board of Education
Date: _____

Template Approved as to form by OUSD Legal Department

DATA SHARING AGREEMENT

This Data Sharing Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity(ies) or individual(s) (“RECIPIENT,” together with OUSD, “PARTIES”) named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “RECIPIENT INDIVIDUAL” includes (to the extent they exist): RECIPIENT Board members, officers, trustees, and directors; RECIPIENT employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under RECIPIENT’s direction, invitation, or control.

To the extent that OUSD seeks to impose any other legal obligations on RECIPIENT (e.g., RECIPIENT’s provision of services to OUSD), or RECIPIENT seeks to impose any other legal obligations on OUSD (e.g., OUSD payment of compensation to RECIPIENT), such obligations shall be set forth in a separate agreement. If one or more such agreements exist at the time of execution of this AGREEMENT, the Parties shall identify it in **Exhibit A**.

The PARTIES hereby agree as follows:

1. **Purpose.** This AGREEMENT pertains only to OUSD’s transmission of data to RECIPIENT and RECIPIENT INDIVIDUALS, and RECIPIENT and RECIPIENT INDIVIDUALS’s protection of such data (“PURPOSE”).
 - a. The elements/categories of data to be transmitted shall be listed in **Exhibit A**. These data, and any portion thereof (including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in that data), shall be referred to hereinafter as “OUSD Data.”
 - b. The basis under state and federal law (e.g., the Family Educational Rights and Privacy Act) upon which OUSD may transmit the OUSD Data to RECIPIENT shall be delineated in **Exhibit A**. The PARTIES acknowledge that OUSD limited to student directory information, as defined in 34 C.F.R. § 99.31(a)(11) and OUSD Administrative Regulation 5125.1), or de-identified student information, as defined in 34 C.F.R. § 99.31(b), does not require completion of a data sharing agreement.
 - c. No OUSD Data whatsoever may be used for any purpose other than as agreed herein and/or otherwise legally authorized. RECIPIENT shall not make any re-disclosure of any OUSD Data without the express written consent of OUSD.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**. If the TERM is longer than one calendar year and the OUSD Data transmitted is part of a research project approved by OUSD’s Department of Research, Assessment, and Data (“RAD”), RECIPIENT acknowledges that (i) it will need to obtain approval from RAD prior to extending the research project into the second and subsequent calendar years and (ii) no OUSD Data

will be shared during the second and subsequent calendar years unless and until this approval is obtained.

3. **Privacy Compliance.** RECIPIENT shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including the Family Educational Rights and Privacy Act, the Children's Online Privacy Protection Act, the Protection of Pupil Rights Amendment, the Student Online Personal Information Protection Act, AB 1584, and all other California privacy statutes.
4. **Advertising Prohibition.** RECIPIENT is prohibited from using or selling OUSD Data to: (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by RECIPIENT; (c) develop a profile of a student, family member/guardian, or group for any commercial purpose unless authorized by a separate agreement with OUSD; or (d) use the OUSD Data for the development of commercial products or services.
5. **Property of OUSD.** All OUSD Data transmitted to the RECIPIENT pursuant to this AGREEMENT is and will continue to be the property of and under the control of OUSD. RECIPIENT acknowledges and agrees that all copies of such OUSD Data transmitted to the RECIPIENT, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this AGREEMENT in the same manner as the original OUSD Data. The PARTIES agree that as between them, all rights, including all intellectual property rights in and to OUSD Data shall remain the exclusive property of OUSD.
6. **Correction of Records.** OUSD shall establish reasonable procedures by which a parent/guardian of an OUSD pupil or an eligible OUSD pupil may review OUSD Data in the pupil's records, correct erroneous information regarding the pupil, and transfer content generated by the pupil to a personal account. RECIPIENT shall respond in a timely manner to OUSD's request for OUSD Data in a pupil's records held by RECIPIENT to view or correct, as necessary.
7. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact RECIPIENT with a request for OUSD data or other data provided by OUSD and held by RECIPIENT pursuant to this AGREEMENT, RECIPIENT shall redirect the Third Party to request the data directly from OUSD. To the maximum extent permitted by law, RECIPIENT shall notify OUSD in advance of a compelled disclosure to a Third Party.
8. **Employee Obligation.** RECIPIENT shall require all RECIPIENT INDIVIDUALS who have access to OUSD Data to comply with all applicable provisions of this AGREEMENT with respect to the data shared under the AGREEMENT.
9. **Subprocessors.** RECIPIENT shall enter into written agreements with all Subprocessors performing functions pursuant to this AGREEMENT or any other agreement identified in

Exhibit A, whereby the Subprocessors agree to protect OUSD Data in manner consistent with the terms of this AGREEMENT.

10. **No Re-Identification or Re-Disclosure.** RECIPIENT agrees not to attempt to re-identify de-identified OUSD Data and not to transfer de-identified OUSD Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to OUSD who has provided prior written consent for such transfer. RECIPIENT shall not copy, reproduce, or transmit any data obtained, except as necessary to fulfill the AGREEMENT.
11. **Disposition of Data.** RECIPIENT shall delete, dispose, or destroy all OUSD Data upon written request by OUSD or when it is no longer needed for the purpose for which it was obtained. Disposition shall include: (1) the shredding of any hard copies of any OUSD Data; (2) erasing; or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in this AGREEMENT authorizes RECIPIENT to maintain OUSD Data beyond the time period reasonably needed to complete the disposition. RECIPIENT shall provide written notification to OUSD when the OUSD Data has been deleted, disposed of and/or destroyed.
12. **Data Security.** RECIPIENT agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect OUSD Data from unauthorized disclosure or acquisition by an unauthorized person.
13. **Data Breach.** In the event that OUSD Data is accessed or obtained by an unauthorized individual, RECIPIENT shall provide a notification to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. If, after RECIPIENT provides the initial notice under this Paragraph, RECIPIENT becomes aware of additional information related to such an event, RECIPIENT shall provide additional notifications to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. In provide notice to OUSD under this Paragraph, RECIPIENT shall follow the following process:
 - a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
 - b. The security breach notification described above shall include, at a minimum, the following information:
 - i. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - ii. The date of the breach, the estimated date of the breach, the date range within which the breach occurred, or an estimate of how soon RECIPIENT will know this information.

- iii. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - iv. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - c. RECIPIENT agrees to adhere to all requirements in applicable state and federal law with respect to a data breach related to the OUSD Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - d. RECIPIENT further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of OUSD Data or any portion thereof, including personally identifiable information and agrees to provide OUSD, upon request, with a copy of said written incident response plan.
 - e. RECIPIENT is prohibited from directly contacting the parents/guardians of affected OUSD pupils or eligible OUSD pupils unless expressly requested by OUSD. If OUSD requests RECIPIENT's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to RECIPIENT, RECIPIENT shall notify affected such parents/guardians or OUSD pupils of the unauthorized access, which shall include the information listed above. If requested by OUSD, RECIPIENT shall reimburse OUSD for costs incurred to provide such notifications.
- 14. **Equipment and Materials.** RECIPIENT shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
- 15. **Certificates/Permits/Licenses/Registration.** RECIPIENT shall ensure that all RECIPIENT INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in order to perform its responsibilities under this AGREEMENT.
- 16. **Qualifications, Training, and Removal.**
 - a. RECIPIENT represents and warrants that RECIPIENT and all RECIPIENT INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform its responsibilities under this AGREEMENT in a professional manner, without the advice, control or supervision of OUSD. RECIPIENT will perform its responsibilities under this AGREEMENT in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
 - b. RECIPIENT represents and warrants that all RECIPIENT INDIVIDUALS are specially trained, experienced, competent and fully licensed to perform its responsibilities under this 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.

- c. RECIPIENT agrees to immediately remove or cause the removal of any RECIPIENT INDIVIDUAL from using, reviewing, or otherwise accessing OUSD Data upon receiving notice from OUSD of such desire. OUSD is not required to provide RECIPIENT with a basis or explanation for the removal request.

- 17. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to RECIPIENT's performance under this AGREEMENT, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to RECIPIENT to suspend this AGREEMENT, in which case RECIPIENT shall cease using, reviewing, or otherwise accessing OUSD Data under this AGREEMENT until further notice from OUSD.

- 18. **Termination.**

- a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
- b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of one or both PARTIES to perform their obligations under this AGREEMENT, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to RECIPIENT. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. RECIPIENT shall

immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.

- d. Upon termination, RECIPIENT shall provide OUSD with all data and materials produced, maintained, or collected by RECIPIENT pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
19. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent via email and either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
20. **Conflict of Interest.** 66
- a. RECIPIENT and all RECIPIENT INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. RECIPIENT shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
 - b. RECIPIENT affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between RECIPIENT's family, business, or financial interest and the PURPOSE under this AGREEMENT. In the event of any change in a private interest, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
 - c. Through its execution of this AGREEMENT, RECIPIENT acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event RECIPIENT receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, RECIPIENT agrees it shall immediately notify OUSD in writing.
21. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** RECIPIENT certifies, to the best of 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 this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).
22. **Limitation of OUSD Liability.** OUSD shall have no financial obligations under this AGREEMENT other than as provided in this AGREEMENT. Notwithstanding any other provision of this AGREEMENT, 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, this AGREEMENT.

23. **Indemnification.**

- a. To the furthest extent permitted by California law, RECIPIENT shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of RECIPIENT's performance of this AGREEMENT. RECIPIENT also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to RECIPIENT arising out of the performance of this AGREEMENT. RECIPIENT shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at RECIPIENT's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that RECIPIENT proposes to defend OUSD Indemnified Parties.
- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless RECIPIENT and RECIPIENT INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend RECIPIENT and RECIPIENT INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.

24. **Audit.** RECIPIENT shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of RECIPIENT transacted under this AGREEMENT. RECIPIENT shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. RECIPIENT shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all such books, records, and systems. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to RECIPIENT and shall conduct audit(s) during RECIPIENT'S normal business hours, unless RECIPIENT otherwise consents.

25. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, 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, RECIPIENT 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, RECIPIENT agrees to require like compliance by all its subcontractor (s). RECIPIENT 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.

26. **Compliance with California and Federal Laws.** RECIPIENT shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The RECIPIENT shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the RECIPIENT or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.
27. **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, RECIPIENTS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
28. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
29. **Assignment.** The obligations of RECIPIENT under this AGREEMENT shall not be assigned by RECIPIENT without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
30. **No Rights in Third Parties.** This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
31. **Litigation.** This AGREEMENT shall be deemed to 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.
32. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. RECIPIENT agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
33. **Integration/Entire Agreement of Parties.** This AGREEMENT constitutes the entire agreement between the PARTIES 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.

34. **Severability.** If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
35. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
36. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
37. **Calculation of Time.** For the purposes of this AGREEMENT, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
38. **Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
39. **Agreement Publicly Posted.** This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
 - b. Notwithstanding subparagraph (a), RECIPIENT acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and

Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. RECIPIENT agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.

41. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to RECIPIENT absent such formal approval or valid and proper execution.

REST OF PAGE INTENTIONALLY LEFT BLANK

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

RECIPIENT

Name: Dean Kawamoto

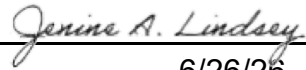
Signature: 

Position: Partner Attorney

Date: 06-23-26

OUSD

Name: Jenine A. Lindsey

Signature: 

General Counsel

6/26/26

Position: _____

Date: _____

☐ Board President (for approvals)

☒ Chief/Deputy Chief/Executive Director (for ratifications)

Name: Denise G. Saddler

Signature: _____

Position: Superintendent and Secretary, Board of Education

Date: _____

Template approved as to form by OUSD Legal Department

DATA SHARING AGREEMENT
EXHIBIT A

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this AGREEMENT)

RECIPIENT: Keller Rohrback LLP

OTHER AGREEMENTS BETWEEN THE PARTIES:

- MOUEP between OUSD and Keller Rohrback LLP
- _____
- _____

1. **Purpose.** The following elements, if checked, shall constitute the OUSD Data for purposes of this AGREEMENT:

Category	Elements	
<i>Application Technology Metadata</i>	IP addresses of users, use of cookies, etc.	☒
<i>Application Use Statistics</i>	Metadata on user interaction with application	☒
	SBAC results	☒
	ELPAC results	☒
	IAB Results	☒
<i>Assessment</i>	Other assessment results (list below): • _____ • _____ • _____ • _____ • _____ • _____	☐
<i>Attendance</i>	Attendance rate	☒
	Number of absences	☒
<i>Communications</i>	Online communications that are captured (emails, blog entries, etc.)	☒
<i>Conduct</i>	Number of suspensions	☒
	Days suspended	☒

<i>Demographics</i>	Gender	☒
	Race/ethnicity	☒
	Date of birth	☒
	Special ed. flag	☒
	Home language	☒
	Language proficiency	☒
	Birth country	☒
<i>Enrollment</i>	School	☒
	Grade level	☒
<i>Parent/Guardian Contact Information</i>	Name	☒
	Address	☒
	Email	☒
	Phone	☒
<i>Schedule</i>	Student scheduled courses	☒
	Teacher names	☒
<i>Special Indicator</i>	English language learner	☒
	Socio-economic disadvantaged (SED) status (Note: OUSD cannot share Free/Reduced Lunch status as a standalone data element)	☒
	Newcomer	☒
	Title 1 flag (schoolwide)	☒
<i>Student Contact Information</i>	Name	☒
	Address	☒
	Email	☒
	Phone	☒

<i>Local Identifiers</i>	Local student ID number	☒
	Teacher ID number	☒
	State student ID number	☒
	Provider/app assigned student ID number	☒
	Student app username	☒
	Student app password(s)	☒
	Dummy identifiers	☒
<i>Student Work</i>	Student generated content; writing, pictures, etc.	☒
	Student course grades	☒
<i>Transcript</i>	Current year GPA	☒
	Cumulative GPA	☒
<i>Transportation</i>	Student bus assignment	☒
	Student pick up and/or drop off location	☒
	Student bus card ID number	☒
<i>Other</i>	List additional data elements here	
	• _____	☐
	• _____	
	• _____	
	• _____	
	• _____	
	• _____	
	• _____	

The basis under state and federal law (e.g., Family Educational Rights and Privacy Act) upon which OUSD may transmit the OUSD Data to RECIPIENT is as follows (check all that apply):

☐ OUSD Data includes personally identifiable information from a student record other than directory information. **Note: RECIPIENT is responsible for obtaining parental consent, as defined in 34 C.F.R. § 99.30, and presenting evidence thereof to OUSD.**

☒ OUSD Data includes personally identifiable information from a student record,

AND at least one of the following:

☒ RECIPIENT is a contractor, consultant, volunteer, or other party to whom OUSD has outsourced institutional services or functions, and RECIPIENT performs an institutional service or function for which the agency or institution would otherwise use employees; is under the direct control of the agency or institution with respect to the use and maintenance of education records; and is subject to the requirements of § 99.31(a) governing the use and redisclosure of personally identifiable information from education records. (See 34 C.F.R. § 99.31(a)(1)(i)(B).)

☐ RECIPIENT is another school, school system, or institution of postsecondary education where an OUSD 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. (See 34 C.F.R. § 99.31(a)(2).)

☐ RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or state and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)

☐ RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or state and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)

☐ RECIPIENT requires the data in order to determine an OUSD student's eligibility for financial aid; amount of aid; conditions for aid; or to enforce the terms and conditions of the aid. (See 34 C.F.R. § 99.31(a)(4).)

☐ RECIPIENT is an organization conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction. (See 34 C.F.R. § 99.31(a)(6).) Any RECIPIENT receiving OUSD Data pursuant to this subsection must first submit a research application pursuant to OUSD's Department of Research, Assessment, and Data protocols, and such application shall be incorporated into this AGREEMENT by reference.

☐ The disclosure is in connection with a health or safety emergency. (See 34 C.F.R. §§ 99.31(a)(10) & 99.36.)

2. **Term.**

- a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

Start Date: July 1, 2026

- b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.

End date: June 30, 2029

19. **Legal Notices.**

OUSD

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

Email: ousdlegal@ousd.org

RECIPIENT

Name/Dept: Keller Rohrback LLP

Address: 180 Grand Ave., Suite 1380

City, ST Zip: Oakland, CA 94607

Phone: 510-463-3900

Email: dkawamoto@KellerRohrback.com