

Board Office Use: Legislative File Info.	
File ID Number	20-0343
Introduction Date	February 26, 2020
Enactment Number	20-0379
Enactment Date	2/26/2020 os



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sonali Murarka, Executive Director – Enrollment

**Board Meeting Date** February 26, 2020

**Subject** Data Sharing Agreement from Oakland Enrolls to OUSD

**Action Requested and Recommendation** Approval of Data Sharing Agreement by and between Oakland Enrolls and Oakland Unified School District.

**Background** In order to inform the District’s work around equitable enrollment policies, a full picture of how families are making school decisions in Oakland is critical. Patterns and trends around students applying to and enrolling in charter schools will help staff, the Board, and the community better understand how to design equitable enrollment policies that are effective.

The District had previously considered a different data sharing agreement, where the District would share student-level data with Oakland Enrolls. The Board pulled the item from the consent agenda and asked the District to consider a one-way data sharing agreement instead.

**Discussion** This data sharing agreement is responsive to previous concerns raised about a two-way data sharing agreement. Under this agreement, Oakland Enrolls (the charter application platform) would share student-level data with the District for the District’s analytic purposes. Any aggregate reports produced using this data would be shared back with Oakland Enrolls, but those reports would not include any student-level or identifiable information for District students.

**Fiscal Impact** N/A

**Attachments** Data Sharing Agreement

# **DATA SHARING AGREEMENT BY AND BETWEEN OAKLAND ENROLLS AND OAKLAND UNIFIED SCHOOL DISTRICT**

## **I. PARTIES**

This Data Sharing Agreement (“Agreement”) establishes the terms by which data will be shared from Oakland Enrolls, a California Nonprofit Public Benefit Corporation (“OAKLAND ENROLLS”) to Oakland Unified School District (“OUSD” or “DISTRICT”) (collectively referred herein as “the Parties”).

## **II. PURPOSE**

The Parties hereby enter into this Agreement for the purpose of evaluating information relating to enrollment patterns pursuant to OUSD Board Policy 6006, entitled Quality School Development: Community of Schools (“BP 6006”). The study of enrollment patterns supports the mission of BP 6006 to provide quality, equitable education to all Oakland students. Pursuant to the Agreement, the Parties agree to share data necessary to evaluate Oakland enrollment patterns and prepare one or more Reports of the findings as further discussed below.

Therefore, in exchange for good and valuable consideration, the Parties agree as follows:

## **III. TERM**

The term of this Agreement shall be from the Effective Date, as defined below, to July 1, 2023, (the “Term”). The Term may be extended with the written consent of both Parties.

## **IV. DEFINITIONS**

“**Oakland Enrolls Data**” means all information and data OAKLAND ENROLLS has acquired from sources other than OUSD, which have proper parental consent to facilitate such sharing. Oakland Enrolls Data, including personally identifiable information and directory information..

“**Report**” means one or more reports identified in Appendices A, B, C and D, attached hereto and incorporated herein by reference.

“**Including**” means “including, but not limited to” when used in this Agreement.

## **V. SCOPE**

**1. Subject Matter and Scope.** Subject to the terms and conditions stated herein, OAKLAND ENROLLS agrees to share certain information with OUSD for the purpose of tracking enrollment patterns and generating the Report(s), as further specified in Appendices A, B, C and D.

**2. License. Oakland Enrolls Data.** OAKLAND ENROLLS hereby grants to OUSD a limited, non-exclusive, non-transferrable (except as provided for in this Agreement), non-

assignable, and revocable license to access, copy, and use the Oakland Enrolls Data for the purpose of preparing the Report. Pursuant to the Agreement, OAKLAND ENROLLS shall provide the data indicated in Section VII to OUSD.

**3. Third Party Service Providers.** The Parties acknowledge that engagement of third party service providers may be required to perform certain obligations under the Agreement (an “Authorized Service Provider”). OAKLAND ENROLLS hereby grants to OUSD permission to share OAKLAND ENROLLS data with an Authorized Service Provider so long as the following conditions are met: (1) OUSD shall enter into a written agreement with the Authorized Service Provider that provides at least the same level of data protection to OAKLAND ENROLLS as OUSD is obligated to provide under this Agreement, which is in accordance with FERPA, and other applicable state or federal laws, and (2) OAKLAND ENROLLS provides separate, written agreement to OUSD for each Authorized Service Provider who will be receiving data.

## **VI. FERPA**

**1. De-Identified Data.** Oakland Enrolls Data shared under this Agreement with OUSD is identified data and is being shared pursuant to 34 CFR§99.31(a)(6). However, OUSD may only share the data provided by OAKLAND ENROLLS, including Oakland Enrolls Data in a de-identified form, i.e., a form that 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). OUSD shall de-identify Oakland Enrolls Data in accordance with 34 CFR § 99.31(b)(1) and/or (b)(2) prior to disclosure to any third Party to whom OUSD can disclose such data to, in accordance with the following:

- a. OUSD shall follow de-identification requirements set forth in 34 CFR § 99.31(b)(1), taking into account data de-identification guidance provided by the U.S. Department of Education (located at: [https://studentprivacy.ed.gov/sites/default/files/resource\\_document/file/data\\_deid\\_entification\\_terms\\_0.pdf](https://studentprivacy.ed.gov/sites/default/files/resource_document/file/data_deid_entification_terms_0.pdf)), including the following:
  - i. In determining whether data has been sufficiently de-identified, OUSD shall take into consideration cumulative re-identification risk from all previous data releases and other reasonably available information, including publicly-available information.
  - ii. Whenever possible, data about individual students shall be combined with data from a sufficient number of students to disguise the attributes of a single student. Where this is not possible, OUSD will work with OAKLAND ENROLLS to suppress data relating to small numbers of students which presents a risk of identification of an individual.

## **VII. COPPA**

1. To the extent the Parties obtain data directly from students, the Parties agree to comply with all obligations (if applicable) of the Children's Online Privacy Protection Act (15 U.S.C. §§ 6501–6506).

## **VIII. PARTIES' RESPONSIBILITIES**

1. **Scope of Access.** OUSD shall obtain access to only those education records in which they have legitimate educational interests.

2. **Compliance.** The Parties, and all of their 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. OUSD 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 work under this Agreement.

3. **Storage.** OUSD 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 OUSD to any other institution or entity or unauthorized individual or agent. Any cloud storage or processing shall be mutually determined by the Parties in writing. OUSD Data and Oakland Enrolls Data shall not be transmitted outside the United States.

4. **Publication.** The final version of each Report shall be subject to the written approval of both the Parties. OUSD shall not 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. OUSD may publish results of general information (e.g., scope of participation), but specifically agree 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.

5. **Data Security.** OUSD shall implement and maintain reasonable security appropriate to the nature of the information including by maintaining appropriate technical, physical, and administrative safeguards for information both at rest and in transit. OUSD will also ensure that all its Authorized Service Provider have at least same level of data security practices as prescribed under this Agreement, FERPA, and other applicable state or federal laws.

6. **Prohibited Disclosure.** OUSD 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.

**7. Destruction of Data.** If this Agreement is terminated for any reason, OUSD shall destroy all data obtained from OAKLAND ENROLLS under the Agreement, and provide verification in writing of the destruction of all copies of the data to OAKLAND ENROLLS, within six (6) months of termination. All data no longer needed shall be destroyed or returned to the licensor Party. OUSD agrees to require all employees, contractors, or agents of any kind to comply with this provision.

**8. Data Requests.** OAKLAND ENROLLS may decline to comply with a request if it determines that providing the data requested would not be in its best interest. 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.

**9. Assignment/Subcontractors.** The Parties shall not assign or subcontract this Agreement to any other entity without the express written consent of the other Party to the Agreement.

**10. Authorized Representative.** 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. Each Party or its agents may upon request review the records required to be kept under this section.

**DISTRICT REPRESENTATIVE**

Name:

Title:

Address:

Email:

Telephone:

Fax:

**OAKLAND ENROLLS  
REPRESENTATIVE**

Name: Luis Rodriguez

Title: Executive Director

Address: 1050 West Grand Ave Oakland CA 94607

Email: [luis.rodriguez@oaklandenrolls.org](mailto:luis.rodriguez@oaklandenrolls.org)

Telephone: 510-454-9362

Fax: 510-454-9360

**11. 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 either Party may cancel this Agreement at any time, upon thirty (30) days' written notice. OAKLAND ENROLLS specifically reserves the right to cancel this Agreement should OAKLAND ENROLLS, 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 lawful mechanism.

**12. Ownership.** The Parties understand that this Agreement does not convey ownership of data. As between the Parties, OUSD owns the OUSD Data and OAKLAND ENROLLS owns the Oakland Enrolls Data. The Parties shall have joint ownership of any Report(s) produced.

**13. Intellectual Property.** With the exception of the Report, OUSD shall not publish any work based on the data obtained through this Agreement without the prior written consent of OAKLAND ENROLLS. In order to protect the confidentiality of previously identified directory information disclosed to a Party, the authorized representatives of OUSD agree to provide to OAKLAND ENROLLS any proposed publications or presentations which are to make public, any findings, data, or results based on the data obtained through this Agreement for review by OAKLAND ENROLLS at least thirty (30) days prior to submission of said publication or the date of the presentation. OAKLAND ENROLLS reserves the right to withdraw consent at any time.

**14. Distribution.** OUSD will provide OAKLAND ENROLLS 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).

**15. 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.

**16. 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.


**17. 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.

**18. Indemnification.** Each Party hereby agrees to defend, indemnify and hold harmless the other Party, including its officers, directors, employees, and agents, against and from any and all claims, actions, demands, losses, causes of action, damages, expenses or liabilities, including attorneys' fees, to which a Party may become subject or which it may suffer as a result of or arising out of any negligent, willful or reckless acts or omissions, dishonesty or fraud, or violation of law, including breach of applicable data security and privacy laws, of or by a Party, its agents, employees or representatives under this Agreement.


**19. LIMITATION OF LIABILITY.** EXCEPT FOR THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS UNDER SECTION 18 ABOVE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING DAMAGES FOR LOSS OF PROFITS, ANY OVERHEAD EXPENSES, OR COMMITMENTS TO THIRD PARTIES.

Entered into this 27th day of February, 2020 (the "Effective Date").

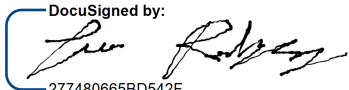
Accepted on behalf of the Oakland Unified School District

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


Date: 2/27/2020

By:   
Jody London, President, Board of  
Education

Accepted on behalf of Oakland Enrolls

By:   
277480665BD542F... Date: 2/21/2020

Luis Rodriguez, Executive Director

By:   
A063D869CED6452 Date: 2/22/2020  
Authorized Representative

—  
David Castillo, Board Chair

## APPENDIX A

### Communications to Families with Multiple Accepted Offers

- 1. Purpose.** The Parties require a method to communicate with families who have received acceptance offers at multiple district and/or charter school locations.
- 2. Scope.** The Parties will use best efforts to cause SchoolMint, Inc. (“SchoolMint”), an Authorized Service Provider, to generate Unique Applicant IDs (as discussed in Section 4 of this Appendix A) to enable each Party to send communications to families who have received multiple acceptances.
- 3. Duration and Frequency of Data Sharing.** During the Term, SchoolMint shall provide each Party access to a report for the purpose of communicating to families with multiple acceptance offers on or before March 1<sup>st</sup>, May 1<sup>st</sup>, July 1<sup>st</sup>, and September 1<sup>st</sup> annually.
- 4. Data Shared.** SchoolMint shall generate a Unique Applicant ID for each applicant so that the Parties are not provided with any identifying information about the applicant or applicant’s family. SchoolMint shall provide each Party access to a report of Unique Applicant IDs relating to families who have received multiple acceptance offers.



## APPENDIX B

### Equitable Enrollment Analysis – Partnership with Research Institute

**1. Purpose.** The purpose of the Equitable Enrollment Analysis is to provide researchers at the Research Institute (which could be the researchers at UC Berkeley or any other research institute mutually agreed to by the Parties) that will prepare the report based on de-identified Oakland Enrolls Data and OUSD Data (the “Research Institute”) with data on school choice patterns related to Oakland public schools in order for the researchers to provide analyses for review by the Equitable Enrollment Working Group convened by OUSD.

**2. Scope.** Research Institute shall prepare the Equitable Enrollment Analysis Reports. OAKLAND ENROLLS shall provide to OUSD the Oakland Enrolls Data that is required to prepare the report as specified below, and OUSD will share OUSD Data and Oakland Enrolls Data with Research Institute under a separate data sharing agreement between OUSD and UC Berkeley.

**3. Duration and Frequency of Data Sharing.** OUSD will share de-identified Oakland Enrolls Data from the 2016-17, 2017-18, and 2018-19 enrollment application cycles with OUSD by March 1, 2020, with the expectation that an initial Equitable Enrollment Analysis Report will be shared with the Equitable Enrollment Working Group and with OAKLAND ENROLLS by June 1, 2020. During the Term, Oakland Enrolls Data shall be shared annually with OUSD for the purpose of updating the Equitable Enrollment Analysis Report.

**4. Data Shared.** Identified data shared by OAKLAND ENROLLS with OUSD shall include the below elements. OUSD shall ensure that the data shared with the Research Institute is de-identified in accordance with FERPA and other applicable laws

- CALPADS Student ID
- First Name
- Middle Name
- Last Name
- Date of Birth
- Address
- Applicant Demographics, which includes optional, self-reported Race/Ethnicity data
- Current School Attending
- School(s) Applying To
- Grade Level of Current Enrollment
- School Choice Rank
- Longitude/Latitude Information
- Application Date
- Application Status (ie, Submitted, Offer, Waitlist, Accepted, etc.)
- SchoolMint Account Username

## APPENDIX C

### Annual School Choice Analysis Report

**1. Purpose.** The purpose of the Annual School Choice Analysis Report is to provide aggregate information of enrollment patterns related to Oakland public schools in accordance with BP 6006.

**2. Scope.** OUSD shall prepare the Annual School Choice Analysis Report and OAKLAND ENROLLS shall provide to OUSD the Oakland Enrolls Data that is required to prepare the report as specified below.

**3. Duration and Frequency of Data Sharing.** During the Term, Oakland Enrolls Data shall be shared annually with OUSD for the purpose of generating the Annual School Choice Analysis Report on or before February 1<sup>st</sup>, with the expectation that the Annual School Choice Analysis Report is made public on or before April 30<sup>th</sup> and includes school level reports for public charter schools.

**4. Data Shared.** Identified data shared by OAKLAND ENROLLS shall include the below elements. OUSD will not share this identified data that it has received from OAKLAND ENROLLS with any third party

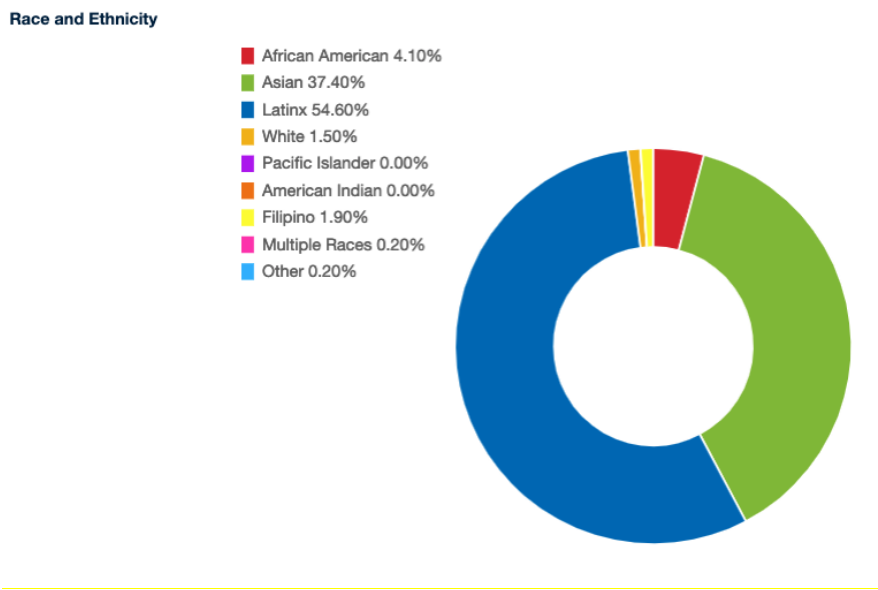
- CALPADS Student ID
- First Name
- Middle Name
- Last Name
- Date of Birth
- Applicant Demographics, which includes optional, self-reported Race/Ethnicity data
- Current School Attending
- School(s) Applying To
- Grade Level of Current Enrollment
- School Choice Rank
- Longitude/Latitude Information
- Application Date
- Application Status (ie, Submitted, Offer, Waitlist, Accepted, etc.)

APPENDIX D

SchoolFinder Aggregate Demographic and Report Card Data

- 1. Purpose.** The purpose of the SchoolFinder Aggregate Demographic and Report Card Data report is to update the Oakland School Finder website located at oaklandschoolfinder.schoolmint.net by providing SchoolFinder, an Authorized Service Provider, with updated charter school enrollment demographics (see Figure A) and updated Oakland Public School Report Card data (see Figure B).
- 2. Scope.** OUSD shall prepare the SchoolFinder Aggregate Demographic and Report Card Data report and share it with OAKALND ENROLLS and SchoolFinder to update the Oakland School Finder website. The final version of the SchoolFinder Aggregate Demographic and Report Card Data report shall be subject to the written approval of both the Parties.
- 3. Duration and Frequency of Data Sharing.** During the Term, OUSD Data shall be shared with OAKLAND ENROLLS and SchoolFinder annually for the for the purpose of updating the SchoolFinder Aggregate Demographic and Report Card Data report by November 30<sup>th</sup>, or as soon as the data is received from the relevant state or school authority
- 4. Data Shared.** De-identified data shared by OUSD shall include:
- Enrollment Demographics for public charter schools, which includes optional, self-reported Race/Ethnicity data
  - OUSD report card data for public charter schools

Figure A: Sample Aggregate School Enrollment Demographics



APPENDIX D

Figure B: Sample Oakland Public School Report Card

