

Board Office Use: Legislative File Info.	
File ID Number	21-0058
Introduction Date	1/27/21
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Enactment Date	1/27/2021 er



# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer  
Juan Du, Executive Director, Research, Assessment and Data (RAD)

**Board Meeting Date** January 27, 2021

**Subject** Collaboration and Data Sharing Agreement  
Researcher and Organization: Byron V. Garrett, Equal Opportunity Schools  
Services For: Skyline High School and Life Academy of Health and Biosciences

**Action Requested and Recommendation** Approval by the Board of Education of a Collaboration and Data Sharing Agreement between the District and Equal Opportunity Schools, Seattle, Washington, for the latter to help school leaders identify and enroll historically underrepresented students of color and low-income students who can succeed in Advanced Placement, International Baccalaureate, or Cambridge Assessment International Education courses ("AP/IB"), via the Research, Assessment, and Data Department, for the period of July 1, 2020 through June 30, 2021, at no cost to the District.

**Background** Equal Opportunity Schools' (EOS) mission is to ensure that students of color and low-income students have equitable access to America's most academically intense high school programs and succeed at the highest levels. By utilizing district-collected student-level data alongside student and staff survey data, they aim to create a holistic picture of students to highlight student potential in AP/IB/AICE courses.

**Competitively Bid** Was this contract competitively bid? N/A  
If no, exception:

**Fiscal Impact** Funding resource(s): N/A

**Attachments** Data Sharing Agreement and Collaboration Agreement

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Introduction Date 1/27/21

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# Collaboration Agreement

Between

Oakland Unified School District

And



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EQUAL  
OPPORTUNITY  
SCHOOLS

**COLLABORATION AGREEMENT**  
**Oakland Unified School District and Equal Opportunity Schools**



**1. PARTIES**

This Collaboration Agreement (this “Agreement”), effective as of July 1st, 2020 (the “Effective Date”), is by and between Equal Opportunity Schools, a Washington non-profit corporation, with an address at 130 Nickerson Street, Suite 200, Seattle, WA 98109 (“EOS”), and Oakland Unified School District, with an address at 1000 Broadway, Suite 440, Oakland, CA 94607 (the “District”). EOS and the District may be referred together collectively herein as the “Collaborators”.

**2. COLLABORATION PURPOSE AND OBJECTIVES**

The mission of EOS is to ensure that students of color and low-income students have equitable access to America’s most academically intense high school programs and succeed at the highest levels. We focus on challenging high school courses, with a focus on Advanced Placement (“AP”) and International Baccalaureate (“IB”) courses (sometimes referred to as “college-ready courses”), because the academic intensity of the high school curriculum is the biggest driver of college completion. We help school leaders identify and enroll historically underrepresented students of color and low-income students who can succeed in Advanced Placement or International Baccalaureate courses (“AP/IB”) but are not yet enrolled in AP/IB for systemic reasons related to race or socioeconomic factors.

The District has demonstrated its commitment to improving the quality of educational opportunity and achievement for students in its previously submitted application.

Building on the District’s progress and experience and EOS’ expertise in establishing equity in AP/IB, EOS and the District jointly commit to the study on behalf of the District, as outlined below, for the improvement of instruction with these objectives (the “Collaboration Objectives”):

- a. **Fully close (or maintain closure of) race and income participation gaps and/or increase participation rates in AP/IB by fall 2021**, as measured by equally high AP/IB participation rates for students of all races and income levels.
- b. **Support students’ successful AP/IB performance**, as measured by AP/IB grades, exam-taking rates and exam passing.
- c. **Cultivate positive experiences of belonging and support in AP/IB** for historically underrepresented students of color and low-income students through improved District systems and structures, contributing to sustained results in future years and further increases in college readiness and closure of opportunity and achievement gaps.

The purpose of this Agreement is to formalize and facilitate the collaboration between the parties and to pursue these objectives on behalf of the District as set forth in this Agreement, with key implementation to occur during the 2020-2021 school year(s) (the “Collaboration”). The Collaborators agree to the Collaboration Overview, set forth in Exhibit A, which provides a generalized framework of the Collaboration, and which the parties may agree to update from time-to-time upon prior written agreement.

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**3. COSTS & PAYMENTS**

a. The District shall pay EOS as follows:

<b>Action for Equity Partner Schools and Program</b>	<b>School Year</b>	<b>Cost per school</b>	<b>District cost</b>
<b>Access Opportunity</b> <i>\$27,000/school/year</i>			
Skyline High School (AP) Life Academy of Health and Biosciences (AP)	2020-2021	\$54,000 (Google Subsidy)	\$0
Total Due to Equal Opportunity Schools for School Year 2020-2021			\$0

- b. **DISTRICT COSTS:** The cost of EOS's services are listed in the table above and have been fully subsidized, leaving no cost to the district.
- c. **TRAVEL COSTS:** EOS will not bill the District for the portion of travel costs attributable to the Collaboration. The frequency of EOS visits to the District is detailed in Exhibit A. EOS travels cost-consciously (at or below federal standards), and the cost of one EOS trip is often spread across multiple districts within a region.
- d. **QUESTIONS REGARDING COSTS:** EOS' Director of Finance and Administration, Linda Madison ([linda.madison@eoschools.org](mailto:linda.madison@eoschools.org)), will coordinate all accounting matters and expense reimbursements.
- e. Except as otherwise expressly set forth in this Agreement, each party will bear its own costs and expenses, including costs for staff time and technology maintenance, in connection with the activities to be performed under this Agreement.

**4. EACH PARTY'S OBLIGATIONS**

Each of the Collaborators has identified the following conditions, which must be met by the other Collaborator in order for this Collaboration to be meaningful and productive.

- a. The District requires:
  1. On-going, candid communication and feedback loops that provide early opportunities to make adjustments where needed.
  2. High-quality EOS staff who effectively assist schools to achieve Collaboration Objectives.
  3. Integrating services into current District practices such that the Collaboration serves to optimize existing structures and processes.
  4. EOS help in building internal capacity and sustainability among the District office administrators, as well as school leaders and staff to continue such District personnel's improvement efforts beyond the timeframe of the Collaboration.
- b. EOS requires:
  1. Commitment from the District's Superintendent and other key District leaders (i.e. Assistant Superintendents and District Directors) to provide full executive and implementation support to this Collaboration, including but not limited to: leadership, advocacy, support and accountability for the schools to meet the Objectives, and provision of necessary financial resources.
  2. Full and willing participation from all participating school sites in analyzing data and engaging

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the school staff in finding and enrolling historically underrepresented students of color and low-income students and supporting students' successful AP/IB performance.

3. Participation as needed by the District's data personnel for joint inquiry and analysis.
4. The District's willing participation in joint research and evaluation efforts for the Collaboration for the duration of this Agreement, including, but not limited to, maintaining a subscription to or authorizing EOS access to the District's National Student Clearinghouse data, which provides each school's college completion information to the District .

**5. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY**

EOS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

IN NO EVENT SHALL EOS BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY AND ALL DAMAGES FOR INTERRUPTION, OR LOSS OF INFORMATION OR DATA, WHETHER ARISING IN CONTRACT OR IN TORT, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, DISCLOSED OR NOT DISCLOSED, ARISING FROM EOS' PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. IN NO EVENT WILL EOS BE LIABLE TO DISTRICT FOR ANY AMOUNT BEYOND THE AMOUNT DISTRICT HAS PAID EOS UNDER THIS AGREEMENT.

**6. CONFIDENTIALITY OBLIGATIONS**

The Collaborators shall comply with all federal, state, local and other applicable law, rules and regulations, including, without limitation, FERPA (defined in Exhibit B) (collectively, "Applicable Laws"). EOS shall comply with the Confidentiality Obligations outlined in Exhibit B with regard to confidential student and parent information. Each Collaborator shall be responsible for compliance with all Applicable Laws and confidentiality obligations with respect to information in its possession and data provided by the other Collaborator. Details on handling of Confidential Information are set forth in Exhibit B.

**7. DATA SHARING FOR ONGOING STUDY & INSTRUCTIONAL IMPROVEMENT**

- a. Collaborators have executed a separate Data Sharing Agreement that shall govern the District's disclosure, and EOS's protection, of District data files. To the extent any of the provisions in this Section 7 contradict those set forth in the Data Sharing Agreement, the Data Sharing Agreement shall govern.
- b. For a period commencing on the Effective Date and lasting through the 2026-27 academic school year, the District will, on a regular basis (if requested), provide EOS with data files (current and historic) containing the information contained in the data sharing agreement for all students who are in any high school listed in the Costs & Payments section of this and any other active Agreement between the Collaborators (the "Data Sets"). The specific record and file formats of the Data Sets shall be as set forth in Exhibit C or as otherwise negotiated in good faith between the representatives of each party. The obligations set forth in this paragraph and in Exhibit C will survive the termination of this Agreement and remain binding upon the parties. Subject to applicable law, including FERPA, content of the Data Sets may also include other specified education records mutually agreed upon by the parties to be necessary and appropriate for the objectives of this Agreement and for the purpose of studies to be conducted under this Agreement.

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- i. EOS will use student-level data on behalf of the school/district to study and evaluate its programs and services. The data will only be used to meet the purposes of the study for the school/district. Requested data may include the following and should be provided as appropriate in written reports, data files, or spreadsheets. Data should be provided by race and socioeconomic segments (as determined by eligibility for the National School Lunch Program or similar proxy). EOS will treat all data as Confidential Information, as defined by Exhibit B of this Agreement, and in accordance with the requirements of Applicable Law. Except as otherwise agreed upon between the parties or instructed by EOS, all data shall be provided through the EOS Portal. EOS will provide instructions on the file types that are required (usually CSV format for data and JPG for photos). In addition to the data elements listed below, in performing the services and implementing the programs, EOS, or a third-party on its behalf, will administer surveys for students and staff. In order to undertake the study and services on behalf of the District, EOS will need access to the following data elements
- c. EOS shall use the Data Sets received from the District only to meet the purposes of the Collaboration as described in this Agreement.
- d. EOS may publish de-identified, aggregated data. In each instance, EOS shall take appropriate steps not to disclose any personally identifiable information. For example, EOS may produce reports for the District and other school districts participating in similar programs to review based on aggregated data that has been sufficiently de-identified through removing or suppressing identifiable information in order to minimize the risk of re-identification through combination with other information linked to a specific individual.
- e. From time to time, EOS and the District may mutually agree in writing to enter into a collaboration with a third party. Such collaboration may involve the sharing of the Data Sets, or a subset thereof, with such third party. EOS and the District may attach to this Agreement an Exhibit setting forth the name of the third party, a description of the collaboration, each party's respective role in the collaboration, and any other terms and conditions related to the third-party collaboration.

**8. INSURANCE**

During the Term of this Agreement, EOS shall maintain insurance according to the District's contracting regulations, as shown in Exhibit D.

**9. TERM; TERMINATION.**

- a. **Term.** The Term of this Agreement shall be from the Effective Date and continue until June 30, 2021 or until the Agreement is terminated as set forth below (the "**Term**").
- b. **Termination.** This Agreement may be terminated at any time by either party upon sixty (60) days' prior written notice to the other party.
- c. **Effects of Termination.** Upon termination of this Agreement by a party, District shall have no further obligation to provide data described hereunder to EOS or any third party, and EOS shall have no further obligation to provide studies, reports, analysis and other materials to District or any third party under this Agreement. However, the parties agree that EOS shall have the right to retain any data shared with EOS pursuant to this Agreement and use such data solely in accordance with the terms of this Agreement.

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d. **Survival.** In addition to those provisions which, by their express terms, survive the expiration or termination of this Agreement, the following provisions shall survive any such expiration or termination: Sections 5, 7, 8, 9(d) and 10 through 15, inclusive.

**10. ENTIRE AGREEMENT.** This Agreement (and its Exhibits) constitute the entire agreement between the parties regarding the subject matter hereof and supersede all previous or contemporaneous agreements, negotiations and commitments (written or oral) between the parties related to the subject matter hereof.

**11. MODIFICATIONS; NO WAIVER.** No term of this Agreement may be amended or modified except upon written agreement of the parties. Failure by a party to insist upon strict compliance with any term of this Agreement in any one or more instances will not be deemed to be a waiver of its rights to insist upon such strict compliance with respect to any subsequent failure. No waiver shall not be effective unless in writing and signed by the party waiving compliance.

**12. SEVERABILITY; ENFORCEABILITY.** If any provision of this Agreement shall be deemed prohibited, unenforceable, or invalid, such provision shall be ineffective to the extent of such prohibition, unenforceability, or invalidity without invalidating or affecting the remaining provisions of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**13. GOVERNING LAW; JURISDICTION.** This Agreement shall be construed in accordance with the laws of the State of Washington, without regard to its conflicts-of-laws principles. The parties expressly consent to the exclusive jurisdiction and venue of the State of Washington; any claims, actions or other matters respecting this Agreement shall be brought only in the federal or state courts of the State of Washington.

**14. NOTICES.** All notices required under this Agreement shall be deemed to be properly served if set forth in writing and (1) physically delivered in person or by overnight courier delivery, (2) sent by first class registered or certified mail, postage prepaid and return receipt requested, or (3) transmitted by email followed with overnight courier delivery, to the addresses below, or to any other addresses which the parties designate in writing for such purpose. Notices sent in this manner shall be effective upon actual receipt, except for notices sent by registered mail, which shall be effective five (5) business days after the postmark.

**If to EOS:** Attention: Eddie Lincoln  
Address: 5601 6<sup>th</sup> Ave S, Ste 258, Seattle, WA 98198  
Email address: alexa@eoschools.org

**If to District:** Attention: Joshua R. Daniels  
Address: 1000 Broadway, Suite 440, Oakland, CA 94607  
Email address: ousdlegal@ousd.org

**15. COUNTERPARTS.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signature pages delivered by email as PDF files or other electronic signatures hereto shall be considered originals for purposes of this Agreement.

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**SIGNATURES**

The signatures below, by the authorized representative of each party to this Collaboration Agreement, signify the parties' agreement and commitment to the terms and conditions of the Collaboration Agreement.

Oakland Unified School District

*Shanthy Gonzales*

Signature  
 Shanthy Gonzales, President, Board of Education

1/28/2021

Name

*Kyla Johnson Trammell*

Title  
 Kyla Johnson Trammell, Secretary, Board of Education

1/28/2021

Date

Approved as to form by OUSD Staff Attorney  
 Joanna Powell on 12/5/2020.

*Joanna J. Powell*

School District Accounts Payable Contact Information

Santiago Robles

santiago.robles@ousd.org

Full Name

Email

Phone

1000 Broadway Suite 440

Oakland, CA

94607

Street Address

City, State

Zip Code

Purchase Order required for invoicing?  
 (circle one)

Yes

No

District Data Personnel Contact Information

Kaia Vilberg

[Kaia.vilberg@ousd.org](mailto:Kaia.vilberg@ousd.org)

(510)  
 879-  
 1126

Full Name

Email

Phone

For Equal Opportunity Schools

*Byron V. Garboff*

Signature

*BYRON V. GARBOFF*

Name

*CEO*

Title

*12/9/2020*

Date

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**Oakland Unified School District and Equal Opportunity Schools**



**Exhibit A**

**COLLABORATION OVERVIEW**

Listed below is the structure for accessing the expertise of EOS personnel, tools, and data to support the District’s unique needs as it works to meet and/or sustain the Collaboration Objectives. This Collaboration Overview provides a generalized framework of the Collaboration but does not delineate every aspect of the Collaboration that the Collaborators are mutually responsible for implementing.

The Collaborators agree to the following schedule and responsibilities, and will meet to set specific dates and task ownership, following the Effective Date of this Agreement.

**Action for Equity Phase 1: Access Opportunity**

The Access Opportunity partnership is the first stage of the Equal Opportunity Schools Action for Equity model. By increasing participation rates in AP/IB classes in its incoming partner schools, EOS’ value transforms school cultures and teacher mindsets, ultimately increasing graduation and scholarship rates. EOS provides schools and districts with data, coaching and action to ensure students of color and low-income students are fully included in your most rigorous courses.

During the course of the Access Opportunity partnership, EOS will visit with the District and school sites 6-8 times. In addition to the in-person visits, EOS will provide periodic webinars and conference calls regarding the activities below.

	<b>GOAL</b>	<b>ACTIVITIES/RESPONSIBILITIES</b>
<b>SUMMER</b>	<b>SET THE STAGE AND BEGIN PRE- WORK</b>	<ul style="list-style-type: none"> <li>▪ Leadership Orientation</li> <li>▪ Survey &amp; Partnership Plan Review</li> <li>▪ Formation of Equity Team(s)</li> </ul>
<b>FALL</b>	<b>STUDY &amp; DETERMINE CAUSES OF AP/IB COURSE PARTICIPATION GAPS</b>	<ul style="list-style-type: none"> <li>▪ School-site Launch(s) &amp; District Goal Setting</li> <li>▪ Fall Data Submission</li> <li>▪ Survey Students &amp; Staff</li> <li>▪ Policies &amp; Practices Analysis</li> </ul>

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<b>WINTER</b>	<b>SET CUSTOM STRATEGY FOR CLOSING AP/IB COURSE PARTICIPATION GAPS</b>	<ul style="list-style-type: none"> <li>▪ Presentation of Equity Pathways Report</li> <li>▪ Outreach Planning</li> <li>▪ Trusted Adult Training</li> <li>▪ Outreach Plan Activities</li> <li>▪ Presentation of Support &amp; Belonging Report</li> </ul>
<b>SPRING</b>	<b>SUPPORT DISTRICT IMPLEMENTATION OF STRATEGY</b>	<ul style="list-style-type: none"> <li>▪ Outreach Plan Activities (continued, as needed)</li> <li>▪ Course Enrollment Data Submissions</li> <li>▪ Support Planning</li> <li>▪ AP Teacher Workshop</li> <li>▪ Outreach Check-in</li> <li>▪ End-of-year Data Submission</li> <li>▪ Year 2 Planning</li> </ul>

**EOS SUPPORT**

EOS' responsibilities will be performed by a team of EOS staff assigned to the district. Partnership Directors and Partnership Managers are responsible for managing client relationships and EOS deliverables, as well as providing project management, strategic planning (regarding the Collaboration), and coaching support to principals and District leadership. The Partnership Director or Manager assigned to the District will serve as a dedicated, strategic thought partner and project manager throughout implementation, and will monitor and track progress during and in-between in-person visits over the course of the year. Additional EOS staff supporting the District may include Regional or Managing Partnership Directors, Data Management Specialists, and Customer Support Specialists.

**District Partnership Director and Manager**

- School/district leadership/coaching experience
- Experience with AP/IB gaps-closed schools/strategies and access to a national portfolio of best practices
- 2-business day response time, and available for phone/email/webinar check-ins as requested

**Other Key Sources of Expertise Provided by EOS:**

- An internal EOS community of practice provides that each Partnership Director and Manager is accessing for their clients' benefit the learnings and best practices among the EOS portfolio of ~630 school & ~210 district partnerships in various contexts around the country.
- EOS teams of analysts serve as experts for EOS tools and analytics capabilities, effectiveness and learning, and the EOS Portal, a large scale, custom-built EOS database that facilitates efficient and on-demand delivery of EOS tools.
- Supervising Partnership Directors is a Senior Leadership Team with many years of education, non-profit, and organizational leadership experience.

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**EXHIBIT B**

**Confidentiality Obligations**

**Definition**

For purposes of this Agreement, the term “Confidential Information” shall mean any and all personally identifiable student information from District education records provided by District to EOS, in any medium during the Term of this Agreement. Confidential Information shall include, without limitation, the personally identifiable information of students, parents, guardians and staff that the District shares with EOS under this Agreement.

**Acknowledgment of Applicable Law**

The Collaborators acknowledge that provision by the District of Confidential Information is subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99 (“FERPA”), and may also be subject to state law student confidentiality provisions. The Collaborators shall comply with all Applicable Law.

**EOS Permitted Usage of Confidential Information**

Except in limited instances when EOS obtains the express written consent of the District or individual participant/parent, as may be required, EOS shall use Confidential Information solely for the purposes set forth in this Agreement.

**Restrictions upon EOS’ Disclosure of Confidential Information**

The only EOS personnel who will have access to Confidential Information will be those EOS employees, contractors and agents who (a) are performing services contemplated by this Agreement and (b) have agreed to be bound by EOS’ non-disclosure agreement. Except as permitted by FERPA, EOS and its designated employees, contractors and other agents with access to Confidential Information shall not disclose any of the District’s Confidential Information to any third party.

**Maintenance of Confidentiality**

EOS shall exercise reasonable care in safeguarding the Confidential Information against loss, theft, or other inadvertent disclosure or access and shall take reasonable steps necessary to establish safeguards that are consistent with applicable federal, state, and local law and District regulations and policies relating to security for personally identifiable and other sensitive information, including but not limited to FERPA-protected information. Publication of any information compiled by EOS under this Agreement (other than to the District or its personnel in accordance with this Agreement) shall be in a manner that is designed not to permit identification, directly or indirectly, of individual students or parents.

All users of the Portal must agree to the EOS Acceptable Use Policy, as may be amended, which includes, requirements such as, an obligation not to share account or passwords with anyone, not to use the Portal for illegal activity, not to access data or any account owned by another and to notify EOS immediately if the user identifies a problem with the Portal. EOS also has the right to deny access to any user who may pose a security risk to the Portal or the data contained on the Portal.

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The District shall send all Confidential Information via the Portal, unless otherwise agreed to by the parties or expressly permitted by EOS in writing. Unless otherwise agreed upon by the parties in advance, the District should not email or use any other medium to send Confidential Information. In certain instances, EOS may accept limited information via another approved mechanism.

**Destruction of Confidential Information**

EOS agrees to destroy all personally identifiable student and parent information obtained from District education records after such information is no longer needed for any purpose for which studies were conducted under the terms of this Agreement.



# COLLABORATION AGREEMENT

## Oakland Unified School District and Equal Opportunity Schools



### EXHIBIT E – EOS W-9

Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h3 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h3> <p style="margin: 0; color: blue;">▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
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Print or type. See specific instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  <b>EQUAL OPPORTUNITY SCHOOLS</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                         <input checked="" type="checkbox"/> C Corporation                         <input type="checkbox"/> S Corporation                         <input type="checkbox"/> Partnership                         <input type="checkbox"/> Trust/estate                 </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> </p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____                 </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.  <b>5601 6th, S #258</b></p> <p><b>6</b> City, state, and ZIP code  <b>SEATTLE, WA 98108</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requestor's name and address (optional)</p>

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.											
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;">[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ]</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;">or</td> </tr> <tr> <td colspan="2" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;">3 7 - 1 6 0 9 6 5 9</td> <td></td> </tr> </table>	Social security number		[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ]		or		Employer identification number		3 7 - 1 6 0 9 6 5 9	
Social security number											
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ]											
or											
Employer identification number											
3 7 - 1 6 0 9 6 5 9											

<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.
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<b>Sign Here</b>	Signature of U.S. person <i>[Signature]</i>	Date ▶ 8/4/2020
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



Board Office Use: <b>Legislative File Info.</b>	
File ID Number	21-0058
Introduction Date	1/27/2021
Enactment Number	
Enactment Date	

## DATA SHARING AGREEMENT 2020-2021

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”):

Equal Opportunity Schools

The PARTIES hereby agree as follows:

- Limited Purpose of Agreement.** This Agreement pertains only to OUSD’s transmission of data to RECIPIENT, and RECIPIENT’s protection of such data. 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 such an agreement exists at the time of execution of this Agreement, the Parties shall identify it in **Exhibit A**.
- Data to be Provided.** The Parties shall list the categories of data to be provided in the Schedule of Data, attached hereto as **Exhibit B**, and such data shall be referred to hereinafter as OUSD Data.
- Term.**
  - This Agreement shall start on the below date (“Start Date”):  
Click or tap to enter a date.  
If no Start Date is entered, then the Start Date shall be the latest

of the dates on which each of the PARTIES signed this Agreement.

- b. The work shall be completed no later than the below date (“End Date”):

June 30th

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. For OUSD Data being transmitted as part of research approved by OUSD’s Department of Research, Assessment, and Data, the maximum term is one calendar year, in accordance with Administrative Regulation 6162.8.

4. **Family Educational Rights and Privacy Act.** Check any of the following that apply:

- OUSD Data is limited to student directory information, as defined in 34 C.F.R. § 99.31(a)(11), for those students who have not opted out of disclosure of directory information.
- OUSD Data is limited to de-identified student information, as defined in 34 C.F.R. § 99.31(b).
- OUSD Data includes personally identifiable information from a student record other than directory information. 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:
  - 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 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.)

5. **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.
6. **Authorized Use.** OUSD Data, including persistent unique identifiers, shall be used for no purpose other than as agreed herein and/or otherwise legally authorized. RECIPIENT shall not make any re-disclosure of any OUSD Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the OUSD Data, without the express written consent of OUSD.
7. **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 a RECIPIENT; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to OUSD; or (d) use the OUSD Data for the development of commercial products or services.
8. **OUSD Data 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 contemplated per the Service Agreement shall remain the exclusive property of OUSD.
9. **Correction of Records.** OUSD shall establish reasonable procedures by which a parent, guardian, or eligible student may review OUSD Data

in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. 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.

10. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact RECIPIENT with a request for data held by RECIPIENT pursuant to the Services, RECIPIENT shall redirect the Third Party to request the data directly from OUSD. RECIPIENT shall notify OUSD in advance of a compelled disclosure to a Third Party.
11. **Employee Obligation.** RECIPIENT shall require all employees and agents who have access to OUSD Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
12. **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.
13. **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 Service Agreement
14. **Disposition of Data.** RECIPIENT shall dispose or delete 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 disposed.

15. **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.
  
16. **Data Breach.** In the event that OUSD Data is accessed or obtained by an unauthorized individual, RECIPIENT shall provide notification to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. 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) The name and contact information of the reporting OUSD subject to this section.
    - (ii) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - (iii) If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
    - (iv) 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.

- (v) 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 in 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 parent, legal guardian or eligible pupil 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 the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed above. If requested by OUSD, RECIPIENT shall reimburse OUSD for costs incurred to notify parents/families of a breach not originating from OUSD's use of the Service.
17. **Equipment and Materials.** RECIPIENT shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
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 or Deputy may issue the termination notice without 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.
- b. Due to COVID-19. Notwithstanding any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of RECIPIENT to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
  - c. 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. Cause 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 or Deputy may issue the termination notice without 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 the correction are made.
  - d. Upon termination, RECIPIENT shall provide OUSD with all 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.** All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be 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 at the address set forth below.

**OUSD**

Name: Joshua R. Daniels  
Site/Dept: Office of General Counsel  
Address: 1000 Broadway, Suite 300  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-8535  
Email: ousdlegal@ousd.org

**RECIPIENT**

Name: Byron V. Garrett  
Title: CEO  
Address: 5601 6th Ave S, STE 258  
City, ST Zip: Seattle, WA 98108  
Phone:  
Email: Byron.Garrett@eoschools.org

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. **Status.**

- a. This is not an employment contract. RECIPIENT, in the performance of this Agreement, shall be and act as an independent contractor. RECIPIENT understands and agrees that it and any and all of its employees shall not be considered employees 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. RECIPIENT shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income

taxes with respect to RECIPIENT's employees.

- b. If RECIPIENT is a natural person, RECIPIENT verifies all of the following:
  - (i) RECIPIENT is free from the control and direction of OUSD in connection with RECIPIENT's work;
  - (ii) RECIPIENT's work is outside the usual course of OUSD's business; and
  - (iii) RECIPIENT is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
  
- c. If RECIPIENT is a business entity, RECIPIENT verifies all of the following:
  - (i) RECIPIENT is free from the control and direction of OUSD in connection with the performance of the work;
  - (ii) RECIPIENT is providing services directly to OUSD rather than to customers of OUSD;
  - (iii) the contract between OUSD and RECIPIENT is in writing;
  - (iv) RECIPIENT has the required business license or business tax registration, if the work is performed in a jurisdiction that requires RECIPIENT to have a business license or business tax registration;
  - (v) RECIPIENT maintains a business location that is separate from the business or work location of OUSD;
  - (vi) RECIPIENT is customarily engaged in an independently established business of the same nature as that involved in the work performed;
  - (vii) RECIPIENT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
  - (viii) RECIPIENT advertises and holds itself out to the public as available to provide the same or similar services;
  - (ix) RECIPIENT provides its own tools, vehicles, and equipment to perform the services;
  - (x) RECIPIENT can negotiate its own rates;
  - (xi) RECIPIENT can set its own hours and location of work; and
  - (xii) RECIPIENT 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.

21. **Certificates/ Permits/ Licenses/ Registration.** RECIPIENT's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
22. **Coronavirus/COVID-19.**
  - a. Through its execution of this Agreement, RECIPIENT declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
  - b. Consistent with the requirements of the paragraph titled Incident/Accident/Mandated Reporting, RECIPIENT agrees to notify OUSD, via email pursuant to the paragraph titled Legal Notices, within twelve (12) hours if RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to RECIPIENT possible COVID-19 exposure.
  - c. RECIPIENT agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT and information necessary to perform contact tracing.
  - d. RECIPIENT shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
23. **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.
24. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because

of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, 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.

25. **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.
26. **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 similar subsequent act from constituting a violation of this Agreement.
27. **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.
28. **Conflict of Interest.**
  - a. RECIPIENT shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. RECIPIENT shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
  - b. RECIPIENT affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between RECIPIENT'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.
- 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 notify OUSD in writing.
29. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, 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 contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
30. **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 for the Services performed in connection with this Agreement.
31. **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, RECIPIENT, or subcontractor furnishing work,

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 Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.

35. **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.
36. **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.
37. **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.
38. **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.
39. **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.
40. **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.

41. **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.
42. **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), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. RECIPIENT agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
43. **Contract Contingent on Governing Board Approval.** 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, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to RECIPIENT absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLACK

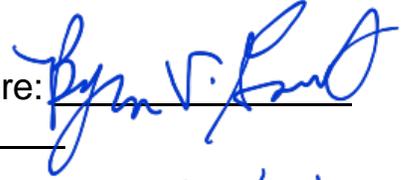
IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

**RECIPIENT**

Name: Click or tap here to enter text.

BYRON V. GARBITT

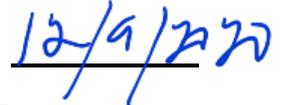
Signature: \_\_\_\_\_



Position: Click or tap here to enter text.

CEO

Date: 12/9/2020



**OUSD**

Name: Click or tap here to enter text.

Juan Du

Signature: \_\_\_\_\_



Position: Click or tap here to enter text.

Executive Director, Department of Research, Assessment and Data

Date: 12-15-20

Board President

Superintendent

Chief/Deputy Chief

Name: Kyla Johnson-Trammell

Signature: \_\_\_\_\_

Position: Secretary, Board of Education

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

Approved as to form by OUSD Staff Attorney Joanna Powell on 12/6/2020.



## EXHIBIT A

**Description of existing agreements between OUSD and Recipient:** *To the extent that OUSD and Recipient have entered separate agreements imposing legal obligations in addition to data sharing, list their date, Enactment Number (if applicable), and a brief summary below.*

The Parties are entering a Collaboration Agreement concurrently with this Data Sharing Agreement. As set forth in Section 7 of the Collaboration Agreement, to the extent any terms in the Collaboration Agreement conflict with the terms of this Data Sharing Agreement, the Data Sharing Agreement shall govern.

## EXHIBIT B

Please indicate each data element requested below.

Category	Elements	Check if Requested
Application Technology Metadata	IP Addresses of users, use of cookies, etc.	<input type="checkbox"/>
	Other application technology metadata - please specify	<input type="checkbox"/>
Application Use Statistics	Metadata on user interaction with application	<input type="checkbox"/>
Assessment	SBAC results	<input checked="" type="checkbox"/>
	ELPAC results	<input checked="" type="checkbox"/>
	IAB Results	<input type="checkbox"/>
	Local benchmark assessment results	<input checked="" type="checkbox"/>
Attendance	Attendance rate	<input type="checkbox"/>
	Number of absences	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input checked="" type="checkbox"/> (staff emails)
Conduct	Number of Suspensions	<input type="checkbox"/>
	Days suspended	<input type="checkbox"/>
Demographics	Gender	<input checked="" type="checkbox"/>
	Race/Ethnicity	<input checked="" type="checkbox"/>
	Special ed. flag	<input checked="" type="checkbox"/>
	Home language	<input checked="" type="checkbox"/>

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	Language proficiency	<input type="checkbox"/>
	Birth country	<input type="checkbox"/>
Enrollment	School	<input checked="" type="checkbox"/>
	Grade level	<input checked="" type="checkbox"/>
	Other - please specify	<input type="checkbox"/>
Parent/Guardian Contact Information	Name	<input type="checkbox"/>
	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner	<input checked="" type="checkbox"/>
	Low income status (only available if data requested is de-identified)	<input type="checkbox"/>
	Title 1 flag (schoolwide)	<input type="checkbox"/>
	Other - please specify	<input type="checkbox"/>
Student Contact Information	Name	<input checked="" type="checkbox"/>
	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>

Oakland Unified School District - Vendor Professional Services Agreement 2020-21

	Phone	<input type="checkbox"/>
Local Identifiers	Local student ID number	<input checked="" type="checkbox"/> (whichever student ID the student knows)
	Teacher ID number	<input checked="" type="checkbox"/>
	State student ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app password(s)	<input type="checkbox"/>
	Dummy identifiers (please check here if data requested are de-identified)	<input type="checkbox"/>
Student In App Performance	Program/application performance (typing program - student types 60wpm, reading program - student reads below grade level) - Please specify	<input type="checkbox"/>
Student Work	Student generated content; writing, pictures etc.	<input type="checkbox"/>
	Other - please specify	<input type="checkbox"/>
Transcript	Student course grades	<input checked="" type="checkbox"/>
	Current year GPA	<input checked="" type="checkbox"/>
	Cumulative GPA	<input checked="" type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>

Oakland Unified School District - Vendor Professional Services Agreement 2020-21

	Other - Please specify	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected	<input checked="" type="checkbox"/> X (counselor assignments; period, section, and term in schedule data; AP/IB exam data; course list data file displaying all courses offered with a course type indicator; staff data that includes department and position)