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

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Matin Abdel-Qawi, High School Network Superintendent
Lucia Moritz, Executive Director, High School Linked Learning Office
Vinh Trinh, Manager, Master Schedule Comp Student Support and OPSR Counseling

Board Meeting Date January 27, 2021

Subject No-Cost Agreement
Contractor: Center for Educational Partnerships
Services For: High School Linked Learning Office

Action Requested and Recommendation

Approval by the Board of Education of a No-Cost Agreement 2020-2021 between the District and The Regents of the University of California on behalf of Center for Educational Partnerships (CEP), Berkeley, CA, for the latter to provide college access and advising to help schools establish a college going culture and support with college and career exploration and access to enrich the experiences of students in high schools, particularly students from low-income and first generation college-bound backgrounds; Train, mentor and assign recent 4-year university graduate(s) as College Adviser Fellow(s) to a school to offer Programs services guided by a Regional Manager, driven by data-based assessment; Enlist a full-time staff member as Regional Manager to provide support, guidance and direction to the College Adviser Fellow(s) and to work with the school to ensure Programs efficacy and service delivery; Work in partnership with the school to promote a college-going culture through providing guidance and training using best practices based on data and analysis of school culture and students' college knowledge and awareness; Implement an Evaluation Plan for continuous improvement and for determining sustainability and scale-up opportunities, for the period of September 1, 2020 through June 30, 2021, at no cost to the District.

Background

The Center for Educational Partnerships (CEP) will work in partnership with the Oakland Unified School District to help schools:

1. Promote and establish a college going culture and students develop a college going mindset
2. Provide college and career exploration and access supports high schools to meet the district's post-secondary education outcomes
3. Help students and families complete college applications for 2 year, 4 year and Career Technical Education
4. Support students and families in the completion and submission of their FAFSA/Dream Act applications to receive grants towards their post-secondary education



Competitively Bid	Was this contract competitively bid? No If no, exception: Center for Education Partnerships is providing service through a grant they received.
Fiscal Impact	Funding resource(s): No Fiscal Impact
Attachments	<ul style="list-style-type: none">• No-Cost Agreement• Data Sharing Agreement, California Student Data Privacy

NO-COST AGREEMENT
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
on behalf of
CENTER FOR EDUCATIONAL PARTNERSHIPS
and
OAKLAND UNIFIED SCHOOL DISTRICT
(2020-2021)

This Agreement ("**Agreement**"), effective as of **September 1, 2020** ("**Effective Date**"), is by and between The Regents of the University of California ("**University**"), on behalf of UC Berkeley's Center for Educational Partnerships ("**CEP**") and Oakland Unified School District ("**District**") on behalf of Castlemont High School, Oakland High School, Fremont High Schools, Skyline High School, and Oakland Technical High School ("**Schools**"). "**Party**" hereinafter refers to each Party individually, or collectively as "**Parties**."

WHEREAS, University operates the Center for Educational Partnerships which intends to enrich the experiences of students in high schools, particularly students from low-income and first-generation college-bound backgrounds ("**Programs**");

WHEREAS, through the Programs, the University has established guidelines for the implementation of the Programs at the Schools;

WHEREAS, the District is interested in participating and cooperating with the University in the implementation of the Programs at the Schools by contributing facilities and staff support for the Programs;

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

1) TERM.

This Agreement shall commence on the Effective Date and terminates on **June 30, 2021** ("**Term**"), unless earlier terminated in accordance with the terms of this Agreement. University is under no obligation to extend this Agreement.

2) STATEMENT OF WORK.

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

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

3) FEES.

University shall provide Programs at no cost to Schools within Oakland Unified School District.

Financial support for the Program is secured by multiple government and non-governmental sources, foundation grants, as well as the University of California at Berkeley through the Center for Educational Partnerships.

4) TERMINATION.

- A. Either University or District may terminate this Agreement at will, with or without cause, by giving thirty (30) days' written notice to the other Party. The notice shall be deemed to have been received on the date delivered personally or sent by e-mail, one day after fax transmittal, or three days after depositing with the U.S. Postal Service, certified mail, return receipt requested.
- B. In the event of material breach of any of the terms and conditions of this Agreement by either Party, the non-breaching Party may terminate this Agreement by giving thirty (30) days' written notice to the other Party describing the breach. This Agreement shall terminate at the end of the thirty (30) day notice period if the breach is not cured within that time.
- C. All provisions which, by their nature, extend beyond the Term will survive termination of this Agreement, including but not limited to, Sections 4 (**Termination**), 5 (**Information Handling and Publication**), 7 (**Disclaimer of Warranty**), 8 (**Limitation of Liability**), 9 (**Indemnification**), 10 (**Insurance**), 11 (**University Trademarks**), and 12 (**Copyright**).

5) INFORMATION HANDLING AND PUBLICATION.

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

6) AFFIRMATIVE ACTION/NON-DISCRIMINATION.

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

7) DISCLAIMER OF WARRANTY.

THE UNIVERSITY AND CEP MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE DISTRICT ACKNOWLEDGES THAT THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. THE DISTRICT FURTHER ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. THE UNIVERSITY SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES, DELIVERABLES, OR RESULTS.

8) LIMITATION OF LIABILITY.

EACH PARTY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL.

9) INDEMNIFICATION.

Each Party shall indemnify, defend and hold the other party, its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages (collectively, "Claims") arising out of the performance of this Agreement but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees. Each Party agrees to provide the other Party with prompt notice of any such claim or action and to permit the other Party to defend any claim or action, and to cooperate fully in such defense. Neither Party shall not settle nor shall consent to the entry of any judgment in any action, suit or proceeding without the consent of the other Party, and such consent not be unreasonably withheld, conditioned, or delayed.

10) INSURANCE.

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

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

a. Each Occurrence	\$1,000,000
b. Products/Completed Operations	\$2,000,000
c. Personal and Advertising Injury	\$1,000,000
d. General Aggregate	\$2,000,000
- ii. Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of \$1,000,000 per occurrence.
- iii. Workers Compensation as required by applicable law.
- iv. Upon request, University shall file Certificate(s) of Insurance or self-insurance with District naming District as an additional insured. Such provision shall apply in proportion to and to the extent of the negligent acts or omissions of the University or any person or persons under the University's direct supervision and control.

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

- i. Commercial Form General Liability Insurance or an equivalent funded program of self-insurance as follows:
 - a. Each Occurrence \$1,000,000
 - b. Products/Completed Operations \$2,000,000
 - c. Personal and Advertising Injury \$1,000,000
 - d. General Aggregate \$2,000,000
- ii. Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of \$1,000,000 per occurrence.
- iii. Workers Compensation as required by applicable law.
- iv. If the Insurance is written on a claims made form, it shall continue for three (3) years following termination of this Agreement. The Insurance shall provide for a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement.
- v. University shall be named as an additional insured on the General Liability and Business Automobile insurance, in proportion to and to the extent of the negligent acts or omissions of District or District's officers, employees and agents.
- vi. Within thirty (30) days of the execution of this Agreement, District shall furnish University with a Certificate of Insurance evidencing compliance with the Insurance provisions of this Agreement and requiring 30 days advance written notice to the University of any modification, change, or cancellation with respect to the Insurance.
- vii. The Insurance shall be primary with respect to the University, its officers, agents, and employees, and any self-insurance maintained by the University shall be in excess of and non-contributory to the Insurance.

11) UNIVERSITY TRADEMARKS.

The District shall not use the name of the University of California, any abbreviation thereof, any name of which "University of California" is a part, or any trademarks or logos of the University ("**University Marks**"), in any commercial context (including, without limitation, on products, in media (including websites), and in advertisements), or in cases when such use may imply an endorsement or sponsorship of the District or Schools, its products or services. All such uses of the University's name and trademarks must receive prior written consent from The Regents of the University of California through the Office of Business Contracts and Brand Protection, who can be reached at bcbp@berkeley.edu. At all times, the District agrees to comply with California Education Code Section 92000.

University Marks are and shall remain exclusively the property of the University. The District shall not, neither directly nor indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and the District hereby

expressly waives any right which it may have in University Marks. The District recognizes the University's exclusive ownership of University Marks.

12) COPYRIGHT.

To the extent any of the Programs materials delivered pursuant to the terms of this Agreement incorporate any of the University's preexisting copyrighted materials, the University hereby grants to District the right to use such materials but only as incorporated in the Programs curriculum as delivered under this Agreement and only to the extent necessary to effect the delivery of such programs. The University shall own the copyright of any copyrightable materials developed in the performance of this Agreement. The University hereby grants to District a royalty-free, nonexclusive license to use all materials delivered to District under this Agreement solely as necessary to perform this Agreement. District may not use such materials for any other purpose without the prior written approval of the University. Any breach of this provision shall be deemed to be a material breach of this Agreement upon the occurrence of which the University may terminate this Agreement effective immediately without impairing any other rights or remedies available to the University under the law. All copies of such information in written, graphic or other tangible form shall be returned to University upon termination of this Agreement. All non-public information relating to the materials or the Programs shall be kept confidential by District, shall be used only in performing hereunder, and may not be used for any other purposes without the prior written approval of CEP's Assistant Vice Chancellor.

13) RELATIONSHIP OF THE PARTIES.

In the performance of this Agreement, the Parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one Party be considered the employees of the other Party for any purpose, including but not limited to workers' compensation purposes. Neither Party will have the right to obligate or bind the other in any manner whatsoever.

14) GOVERNING LAW.

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

15) COMPLIANCE WITH LAW.

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

16) FORCE MAJEURE.

If any Party fails to timely perform its obligations (other than payment obligations) under this Agreement because of natural disasters, labor disputes, strikes, actions of governmental authority, acts of terrorism or war, whether actual or threatened, judicial orders, epidemics, quarantine, public

health or travel restrictions or other causes beyond the reasonable control of the Party obligated to perform, then that Party's performance will be excused for the duration of such force majeure event. In the event of force majeure, the Parties may agree to alternative methods of performance that mitigate the effect of force majeure, subject to mutual agreement as to the terms thereof (including the payment of additional amounts). The University may perform all services remotely to the extent that any in-person component of performance is impractical because of COVID-19 conditions.

17) WAIVER.

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

18) ASSIGNMENT.

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

19) SEVERABILITY.

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

20) INTEGRATION.

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

21) COUNTERPARTS.

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

22) AMENDMENT.

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

23) ATTORNEY FEES.

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its

rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses incurred.

24) REPRESENTATIONS.

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

25) NOTICES.

University Representatives:

Program Matters:

Claudia Morales - Director, Destination College Advising Corps & Early Academic Outreach Program
moralesc@berkeley.edu

Contractual Matters:

Synta Bogan - Finance & Operations Manager, Center for Educational Partnerships
DCACagreements@berkeley.edu

District's Representative:

Program Matters:

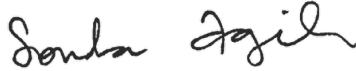
Vinh Trinh – Manager, Master Scheduling and Comprehensive Student Supports
Vinh.trinh@ousd.org

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

[SIGNATURE PAGE FOLLOWS]

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

OAKLAND UNIFIED SCHOOL DISTRICT



Signature of Authorized Representative

Name: Sondra Aguilera

Title: Chief Academic Officer

Date: 12/18/2020

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA**



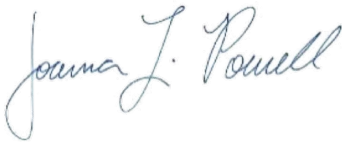
Signature of Authorized Representative

Name: Eryn Hong

Title: Manager, Business Contracts & Brand Protection

Date: 11/12/2020

Approved as to form by OUSD Staff
Attorney Joanna Powell on 11/10/2020.



1/28/2021

Shanthi Gonzales
President, Board of Education



1/28/2021

Kyla Johnson-Trammell
Secretary, Board of Education

EXHIBIT A

RESPONSIBILITIES OF PROGRAMS

- A. In line with our campus policies to keep Program staff safe and avoid risk of exposure to COVID-19, the Programs will provide virtual advising services and fulfill all aspects of the scope of work to support school/Programs, students and their families if deemed unsafe for the Programs to provide services on site.
- B. Train, mentor and assign recent 4-year university graduate(s) as College Adviser Fellow(s) to School to offer Programs services guided by a Regional Manager, driven by data-based assessment.
- C. Enlist a full-time staff member as Regional Manager to provide support, guidance and direction to the College Adviser Fellow(s) and to work with School to ensure Programs efficacy and service delivery.
- D. Work in partnership with School to promote a college-going culture through providing guidance and training using best practices based on data and analysis of school culture and students' college knowledge and awareness.
- E. Implement an Evaluation Plan for continuous improvement and for determining sustainability and scale-up opportunities.

College Adviser Fellow shall:

1. Provide support to School during the operational hours of the school site(s) beginning **September 2020 through early June 2021**. If it is decided by the Programs and/or the School that for safety concerns the College Adviser Fellow cannot be physically at the school site due to COVID-19, they will continue to provide support to the School during operational hours beginning late August 2020 through early June 2021 remotely.
2. Under the direction of the Regional Manager, support student college preparation via individual student sessions, group workshops and/or school-wide events.
3. Recruit, enroll and support a cohort of students from all grade levels in order to provide intensive college preparation support.
4. Attend mandatory Program meetings, trainings and conferences that may be held at non-school site locations.
5. Sign confidentiality agreements with the School, as appropriate.

Regional Manager shall:

1. Train and mentor the College Adviser Fellow(s) and serve as the liaison between the College Adviser Fellow and School.
2. Ensure College Adviser Fellow(s) fulfill service requirements and duties whether it be in-person or has to be done remotely due to COVID-19. The Regional Manager should be notified of any issues with College Adviser Fellow(s) and will be responsible for resolving them.

3. Provide School staff with information about Programs and its associated research participation, its College Adviser Fellow(s) and general information about admissions to institutions of higher education; and share data and analysis of direct services provided to students.
4. Coordinate events or visits for further advancement of Program's mission.
5. Provide resources and training as appropriate on college-going culture.
6. Work with School parent services to integrate college-going information.

College Adviser Fellow(s), Regional Manager and other Program staff exercise the strictest confidentiality and all information obtained will only be used for Programs purposes as described in this Agreement. College Adviser Fellow(s) will sign confidentiality agreements with the School, as appropriate.

Programs should not be considered a replacement for but may supplement existing School services, programs and/or staffing. Programs services will be made available to all students attending the School.

In-person and virtual services may include but not limited to: individual student college preparation advising; student and/or parent group college preparation/informational workshops/sessions; school, district and/or region wide college preparation/informational events; college exploration campus visits; and/or supplemental summer and/or weekend college preparation programs.

RESPONSIBILITIES OF THE DISTRICT

- A. If it is deemed safe for the College Adviser to physically be on campus, the site will provide designated space for College Adviser Fellow(s).
- B. Provide access to approximately 140-160 9th-12th graders from whom College Adviser Fellow will recruit to Program in order to provide intensive mentorship, college awareness and preparation services.
- C. Whether in-person or virtually, allow College Adviser Fellow(s) to contact students from non-core subjects for one-on-one and small group advising.
- D. Allow College Adviser Fellow dates, times and space to conduct meetings and/or workshops.
- E. In accordance with concurrently executed data sharing agreement, provide access to data to implement Evaluation Plan and participate in related national research project. Data includes National Student Clearinghouse aggregate (non-student identifiable data) reports and/or School student roster which must be provided by October 31st. The Programs may provide aggregate outcome and service data to external parties. The Programs will not release student level personal identifying data to external parties. The Programs will provide NSC matching raw data to School upon request.
- F. Provide access to school staff meetings.
- G. Release College Adviser Fellow(s) for Programs mandatory meetings, trainings, and conferences.

- H. In accordance with concurrently executed data sharing agreement, provide College Adviser Fellow(s) with general and/or “view only” access to student records to include: class schedules, academic transcripts and/or grad inventories, college/university application information/data, SAT/ACT/PSAT scores and accounts to the School student information system.
- I. Provide College Adviser Fellow(s) with account access to the University of California Office of the President (UCOP) Transcript Evaluation Service (TES).
- J. Both in-person and virtually, provide working environment free from unwelcome behavior by adults, students or visitors, and if such behavior occurs, School will work with University to ensure that the unwelcome behavior stops, and that the College Adviser Fellow(s) is made whole.

(For full University of California Sexual Harassment policy, go to: <http://ophd.berkeley.edu/policies-procedures/sexual-harassment>). Regional Manager will review specific procedures related to Sexual Harassment for College Adviser Fellow(s) with School staff.
- K. Provide a site administrator or staff to serve as primary contact to assist and provide support to College Adviser Fellow(s) in the facilitation of the above listed items.
- L. Support the College Adviser Fellow(s) in implementing school-wide events that promote and increase college-going culture, for example, Decision Day which may be implemented either in-person or virtually.
- M. Collaborate and plan to implementation of the previously described activities.
- N. Understand that all Program efforts are motivational and supplementary, and should enhance activities already provided at the School.

I. PROGRAM EVALUATION

Programs will implement an Evaluation Plan that will be designed to minimize the time required by students or teachers to complete surveys, utilize as much as possible present School surveys, annual data collection by Programs and analysis of publicly available data repositories. Programs will need to collect data and/or secure data such as Senior Surveys, National Student Clearinghouse college enrollment data (or student data to run NSC reports), Transcript Evaluation Service (TES), a-g reporting and/or student graduation data. The Programs staff will work with partners to implement the evaluation and information will be gathered for purposes of reporting to various Funders and the College Advising Corps (“CAC”) and will be shared with the School for internal reporting goals.

II. FINGERPRINTING, TB SCREENING and NSOPW CLEARANCES

Programs will cover the costs for fingerprinting clearances and Tuberculosis screening. The College Adviser Fellow(s) will have their fingerprints taken and processed by the UC Berkeley Police Department prior to being on-boarded as a College Adviser Fellow(s). Fingerprints will be cleared through the DOJ and FBI databases. College Adviser Fellow(s) will be screened through the NSOPW prior to enrollment and placement at School. Proof of NSOPW and DOJ/FBI Clearances as well as TB screening results will be provided upon request.

III. RESEARCH AND EVALUATION PLAN

- A. The evaluation plan will collect and analyze data to provide Programs with information on the effectiveness of Programs on the following goals.
 - 1. Increase students' college knowledge and aspirations;
 - 2. Increase parent/family college awareness, knowledge and expectations for students;
 - 3. Increase student preparation for college admissions;
 - 4. Increase percent of high school graduates going to college.
- B. In consultation with the School, Programs shall:
 - 1. Comply with the OUSD Department of Research, Assessment and Data research application protocols and procedures
 - 2. In accordance with concurrently executed data sharing agreement, access data collected on district school-wide surveys such as a Senior and Satisfaction Surveys, and surveys as to test taking, application, acceptance, enrollment and financial aid information, data from tracking systems;
 - 3. Analyze information presently collected by the School (*e.g. National Student Clearinghouse and PSAT, SAT/ACT scores and testing data*) for enrollment information and test taking;
 - 4. Utilize Transcript Evaluation Service (TES) data to inform college advising services.
 - 5. Utilize the publicly available data repositories for data such as: a-g analysis, Cal Grant applications;
- C. If the School does not collect college enrollment data from the National Student Clearinghouse, Programs will require student level data on graduates to send to the National Student Clearinghouse in order to retrieve college enrollment, retention and/or graduation data. The School roster will need to include the following fields: School Name, Graduation Year, First Name, Last Name, Date of Birth and Ethnicity. There will be no cost to the School for this service;
- D. Other evaluations/assessments may be requested from College Advising Corps, African American Male Achievement Initiative, EAOP, SCEC and/or other Program partners on a case-by-case basis.
- E. The Regional Managers and College Adviser Fellow(s) will be responsible to collect and track information as they work with students and will work with CEP staff on implementing the evaluation plan. All data and analysis will be shared with the District/School. Programs may provide aggregate outcome and service data to external parties.

EARLY ACADEMIC ADVISING CORPS (EAOP)

EAOP partners with school sites to provide students with individual advising and group workshops. Topics include college admissions, the college application process, writing the

personal statement, financial aid, and scholarships. Our dedicated staff members work with students to create Individual Academic Plans ensuring that they are fulfilling the coursework required by the UC and CSU systems for admission. EAOP also facilitates workshops for parents/guardians and families, hosts school and district-wide college fairs, and participates in evening school activities.

In addition to our work with students and families, EAOP staff members provide workshops and trainings to school and district personnel and work to bring a "college going culture" to our partner schools and districts.

PRE-COLLEGE TRIO
Educational Talent Search (ETS)
Upward Bound (UB)

University K-12 Academic Preparation staff will develop student services to address student needs and interests including, but not limited to grade specific college-going workshops and the development of a college bound plan for each enrolled ETS and UB student including an Individual Academic Plan (IAP) to be updated annually. Furthermore, ETS and UB agree to provide Partner School administrators and contact persons with materials disseminated and attendance at ETS and UB programs when requested.

Each students' college plans and IAPs may be shared with the high school counselor and Partner School contact person upon request.

Maintain a record of grades, coursework, extracurricular activities and academic advising contacts for each ETS and UB student. This information can be shared with the Partner School upon request.

Offer parent and family meetings and workshops at UCB and Partner School.

ETS and UB will procure complete program applications from each participating student that includes parent authorization for each student, allowing them to participate in ETS and UB activities and granting permission for ETS and UB to view and collect student grades, transcripts, test scores, class schedules, student and parent mailing labels. ETS and UB will provide this authorization to Partner Schools upon request.

Provide trained tutors who will assist ETS and UB staff in their work at the Partner Schools.

ETS and UB staff will serve as resources for the Partner School with regards to information about University of California, California University State and other higher education eligibility requirements and admissions processes.

EAST BAY CONSORTIUM

The Consortium's main focus is to raise the achievement levels and provide advisement to students interested in pursuing an education beyond high school. Services include academic support, college advising, college admission and financial aid workshops, college visits, college fairs and parent programs.

East Bay Consortium's college advisers address our goals through the implementation of a comprehensive program designed to expose students to post high school options, assess students' academic and personal needs and to guide students in the planning, preparation and execution of a post high school plan that allows them to make informed and confident decisions about their futures.

Direct services to students are provided by a combination of professional and college student staff, some of whom are school alumni, who pride themselves in not only being college advisors but mentors that are open minded, respectful and make themselves available to all students who need assistance.

Specific college advising activities include: Senior Transcript Evaluations, Senior One-on-ones, Senior College Knowledge Presentations, Intensive Financial Aid Application Assistance, SAT/ACT Exam Online Registration Assistance, Personal Statement workshops and individual assistance, intensive one-on-one support throughout a student's entire process of completing their personal statements, CSU/UC Private College Application workshops, Cash for College workshops, Community College Application workshops, Post-graduation follow up.

It is important to note that there is a great amount of follow up that occurs between college applications, applying for financial aid and scholarships as well as accepting a college's admissions offer. These additional services include but are not limited to the assistance in the following: creation of multiple accounts on multiple colleges' portals, schools' respective financial aid verification processes, students' appeal to colleges and universities (regarding admissions and financial aid), submitting housing applications, how to register for classes, signing up for CSU and UC placement exams and many more. College advising services and the amount of assistance provided are tailored to individual students' needs and personal situations.

Intensive academic support is provided to 150 middle school and high school students participating in the Pre-Collegiate Academy Program (OUSD) and in-class and after school tutoring at various schools.

CALIFORNIA STUDENT DATA PRIVACY
AGREEMENT Version 2.0 (September 26, 2018)

School District/Local Education Agency:

Oakland Unified School District

AND

Provider:

The Regents of the University of California

Date:

September 24, 2020

This California Student Data Privacy Agreement (“DPA”) is entered into by and between the
Oakland Unified School District

(hereinafter referred to as “LEA”) and
(hereinafter referred to as “Provider”) on
the terms as stated herein.

The Regents of the University of California
September 24, 2020 . The Parties agree to

RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency (“LEA”) with certain digital educational services (“Services”) pursuant to a contract dated September 24, 2020 (“Service Agreement”); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 CFR Part 99), Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider’s Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act (“SOPIPA”) found at California Business and Professions Code section 22584; and

WHEREAS, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the “General Offer of Privacy Terms” (Exhibit “E”), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

- 1. Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit “A” hereto:

The Regents of the University of California

3. **Student Data to Be Provided.** The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit “B”.
4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit “C”. In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, 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 Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student 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. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA’s request for Student Data in a pupil’s records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit “A”, Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.
4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance.** LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its Annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Authorized Use.** The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student 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 Student Data, without the express written consent of the LEA.
3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
4. **No Disclosure.** De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student 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 LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement 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 Student 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 the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a “Request for Return or Deletion of Student Data” form, a copy of which is attached hereto as Exhibit “D”. Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.

- a. **Partial Disposal During Term of Service Agreement.** Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA’s request to transfer data to a separate account, pursuant to Article II, section 3, above.

- b. **Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.

6. **Advertising Prohibition.** Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of

Provider are set forth below. Provider may further detail its security programs and measures in Exhibit “F” hereto. These measures shall include, but are not limited to:

- a. Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.
- b. Destruction of Data.** Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA’s designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.
- c. Security Protocols.** Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
- d. Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
- e. Security Technology.** When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.
- f. Security Coordinator.** If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider’s Security Coordinator for the Student Data received pursuant to the Service Agreement.
- g. Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance

monitoring and assessments of Subprocessors to determine their compliance with this Article.

- h. Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

2. Data Breach. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider 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 in section 2(a) shall include, at a minimum, the following information:
 - i.** The name and contact information of the reporting LEA 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.** At LEA’s discretion, the security breach notification may also include any of the following:
 - i.** Information about what the agency has done to protect individuals whose information has been breached.
 - ii.** Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d.** Provider agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

- e. Provider 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 Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.
- f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.
- g. In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term**. The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. .
2. **Termination**. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.
3. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.
4. **Priority of Agreements**. This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
5. **Notice**. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is

provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: Sandra Aguil
Title: Chief Academic Officer

Contact Information:
1000 Broadway, Suite 440
Oakland, CA 94607
(510) 879-8156

The designated representative for the Provider for this Agreement is:

Name: Claudia Morales
Title: Director, Destination College Advising Corps

Contact Information:
Hearst Field Annex, Bldg C
Berkeley, CA 94720-1060
(408) 857-1211

b. Notification of Acceptance of General Offer of Terms. Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name: Claudia Morales
Title: Director, Destination College Advising Corps

Contact Information:
Claudia Morales
Berkeley, CA 94720-1060
(408) 857-1211

6. Entire Agreement. This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and

either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

7. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
8. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
9. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.
10. **Waiver.** No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
11. **Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Provider: The Regents of the University of California

BY: _____ Date: _____

Printed Name: Eryn Hong Title/Position: Manager, Business Contracts & Brand Protection

Local Education Agency: Oakland Unified School District

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

Note: Electronic signature not permitted.

EXHIBIT “A”

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

see Attachment 1

EXHIBIT “B”

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	X
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	x
	Student class attendance data	x
Communications	Online communications that are captured (emails, blog entries)	

Conduct	Conduct or behavioral data	
Demographics	Date of Birth	x
	Place of Birth	x
	Gender	x
	Ethnicity or race	X
	Language information (native, preferred or primary language spoken by student)	x
	Other demographic information-Please specify:	x Parent Education
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	
	Guidance counselor	X
	Specific curriculum programs	
	Year of graduation	X
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	x
	Email	x
	Phone	x

Parent/ Guardian ID	Parent ID number (created to link parents to students)	
Parent/ Guardian Name	First and/or Last	X
Schedule	Student scheduled courses	x
	Teacher names	X
Special Indicator	English language learner information	x
	Low income status	X
	Medical alerts /health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/ foster care)	x
	Other indicator information- Please specify:	
Student Contact Information	Address	x
	Email	x
	Phone	x
Student Identifiers	Local (School district) ID	X

	number	
	State ID number	X
	Provider/App assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First and/or Last	X
Student In App Performance	Program/appli- cation performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	
	Other student	

	work data - Please specify:	
Transcript	Student course grades	X
	Student course data	X
	Student course grades/performance scores	x
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	

	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

No Student Data Collected at this time _____.
 *Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

EXHIBIT “C”

DEFINITIONS

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology (“NIST”) Special Publication Digital Authentication Guideline.

Operator: The term “Operator” means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the Service Agreement, the term “Operator” is replaced by the term “Provider.” This term shall encompass the term “Third Party,” as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Provider: For purposes of the Service Agreement, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA the term “Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

Pupil Generated Content: The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

SOPIPA: Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT “D”

DIRECTIVE FOR DISPOSITION OF DATA

Oakland Unified School District directs The Regents of the University of to
dispose of data obtained by Provider pursuant to the terms of the Service Agreement
between LEA and Provider. The terms of the Disposition are set forth below:

<p><u>Extent of Disposition</u></p> <p>Disposition shall be:</p>	<p>_____ Partial. The categories of data to be disposed of are as follows:</p> <p>_____ Complete. Disposition extends to all categories of data.</p>
<p><u>Nature of Disposition</u></p> <p>Disposition shall be by:</p>	<p>_____ Destruction or deletion of data.</p> <p>_____ Transfer of data. The data shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider shall destroy or delete all applicable data.</p>
<p><u>Timing of Disposition</u></p> <p>Data shall be disposed of by the following date:</p>	<p>_____ As soon as commercially practicable</p> <p>_____ By (Insert Date) _____</p>

Authorized Representative of LEA

Claudia Morales

Verification of Disposition of Data
by Authorized Representative of Provider

Date

Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Oakland Unified School and which is dated September 24, 2020 to any other LEA ("Subscribing LEA") who accepts this General Offer though its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: The Regents of the University of California

BY: _____

Date: _____

Printed Name: Eryn Hong

Title/Position: Manager, Business Contracts & Brand Protection

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

Subscribing LEA:

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name: Claudia Morales

Title: DCAC/EAOP Director

Email Address: moralesc@berkeley.edu

EXHIBIT “F” DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]