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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Juan Du, Executive Director, Research, Assessment and Data Department

Meeting Date December 11, 2024

Subject Data Sharing Agreement between OUSD and CORE Districts – 2024-2027

Ask of the Board Approve a Data Sharing Agreement between the District and CORE Districts for the period of July 1, 2024 through June 30, 2027.

Background The CORE Districts were established in 2010 by Oakland Unified School District and the school districts of Los Angeles, Long Beach, Fresno, Garden Grove, Santa Ana, Sacramento, and San Francisco to support. The group was created to support the initial members with a waiver for No Child Left Behind (NCLB). OUSD currently participates in several programs provided CORE Data Collaborative, High School Breakthrough Community Series, and CORE has provided OUSD with the opportunity to participate in research opportunities with their partners. This DSA covers the same term as the Services Agreement (Enactment Number #24-1780).

Discussion We ask that the Board approve the Data Sharing Agreement so that CORE Districts can have access student level data from CALPADS to support the initiatives which OUSD is actively participating in such as COREs internal dashboards, CORE Data Collaborative, and school participation in the Break Through Success Academy (BTSA).

Fiscal Impact No Fiscal Impact

Attachment(s)

- Data Sharing Agreement
- Services Agreement 2024-2027, File ID #24-2241, Enactment No. 24-1780

DATA SHARING AGREEMENT

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

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

The PARTIES hereby agree as follows:

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

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

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

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

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

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

of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

- c. RECIPIENT agrees to immediately remove or cause the removal of any RECIPIENT INDIVIDUAL from using, reviewing, or otherwise accessing OUSD Data upon receiving notice from OUSD of such desire. OUSD is not required to provide RECIPIENT with a basis or explanation for the removal request.
17. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to RECIPIENT's performance under this AGREEMENT, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to RECIPIENT to suspend this AGREEMENT, in which case RECIPIENT shall cease using, reviewing, or otherwise accessing OUSD Data under this AGREEMENT until further notice from OUSD.
18. **Termination.**
- a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
 - b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
 - c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of one or both PARTIES to perform their obligations under this AGREEMENT, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to RECIPIENT. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. RECIPIENT shall

- immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
- d. Upon termination, RECIPIENT shall provide OUSD with all data and materials produced, maintained, or collected by RECIPIENT pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
19. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent via email and either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
20. **Conflict of Interest.**
- a. RECIPIENT and all RECIPIENT INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. RECIPIENT shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
 - b. RECIPIENT affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between RECIPIENT's family, business, or financial interest and the PURPOSE under this AGREEMENT. In the event of any change in a private interest, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
 - c. Through its execution of this AGREEMENT, RECIPIENT acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event RECIPIENT receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, RECIPIENT agrees it shall immediately notify OUSD in writing.
21. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** RECIPIENT certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).
22. **Limitation of OUSD Liability.** OUSD shall have no financial obligations under this AGREEMENT other than as provided in this AGREEMENT. Notwithstanding any other provision of this AGREEMENT, in no event shall OUSD be liable, regardless of whether any

claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this AGREEMENT.

23. **Indemnification.**

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

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

25. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, RECIPIENT agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, RECIPIENT agrees to require like compliance by all its subcontractor (s). RECIPIENT shall not engage in unlawful

discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

26. **Compliance with California and Federal Laws.** RECIPIENT shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The RECIPIENT shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the RECIPIENT or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.
27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, RECIPIENTS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
28. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
29. **Assignment.** The obligations of RECIPIENT under this AGREEMENT shall not be assigned by RECIPIENT without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
30. **No Rights in Third Parties.** This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
31. **Litigation.** This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
32. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. RECIPIENT agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
33. **Integration/Entire Agreement of Parties.** This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.

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


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

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

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

RECIPIENT

Name: LaToya Bufford Signature: 
Position: Senior Director Date: 9/16/2024

OUSD

Name: Juan Du Signature: Juan Du Digitally signed by Juan Du
Date: 2024.10.10 14:10:13
-07'00'
Position: Executive Director, Research, Assessment and Data Date: 10/10/2024
 Board President (for approvals)
 Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell Signature: _____
Position: Superintendent and Secretary, Board of Education Date: _____

Template approved as to form by OUSD Legal Department

**DATA SHARING AGREEMENT
EXHIBIT A**

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

RECIPIENT: CORE Districts

OTHER AGREEMENTS BETWEEN THE PARTIES:

- Service Agreement 24-2242
- See attached for detailed and additional data elements
-

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

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

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

	Local student ID number	✓
	Teacher ID number	✓
	State student ID number	✓
<i>Local Identifiers</i>	Provider/app assigned student ID number	✓
	Student app username	✓
	Student app password(s)	
	Dummy identifiers	✓
<i>Student Work</i>	Student generated content; writing, pictures, etc.	✓
	Student course grades	✓
<i>Transcript</i>	Current year GPA	✓
	Cumulative GPA	✓
	Student bus assignment	
<i>Transportation</i>	Student pick up and/or drop off location	
	Student bus card ID number	
	List additional data elements here	
	● District entry date; days enrolled	
	● Parent education	
	● Migrant; Foster	
<i>Other</i>	● Graduation; A-G Completion	—
	● Course completion	
	● Survey data: Student, Staff, Parent	
	●	

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

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

OUSD Data includes personally identifiable information from a student record,

AND at least one of the following:

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

RECIPIENT is another school, school system, or institution of postsecondary education where an OUSD student seeks or intends to enroll, or where the student is already enrolled, and the disclosure is for purposes related to the student's enrollment or transfer. (See 34 C.F.R. § 99.31(a)(2).)

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

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

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

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

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

2. **Term.**

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

Start Date: July 1, 2024

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

End date: June 30, 2027

19. **Legal Notices.**

OUSD

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

Email: ousdlegal@ousd.org

RECIPIENT

Name/Dept: LaToya Bufford

Address: 2014 Capitol Ave. Suite 100 #4014

City, ST Zip: Sacramento, CA 95811

Phone: _____

Email: Latoya@coredistricts.org

Attachment C - SPECIFIC DATA ELEMENTS THAT MAY BE INCLUDED IN THE CORE DATA COLLABORATIVE (UPDATED 3.5.19)

<i>Data Element(s) Applies to all students K-12 unless noted otherwise</i>	Variables to Include (subject to adjustment)	Additional Notes
Standardized Tests [student level data]		
SBAC Summatives all grades (3-11) & Subjects (ELA & Math)	Student ID, CDS code (14 digits), grade level, subject, sub-subject/sub-component (If available), score, performance band, etc.	Key Indicator
SBAC and/or other interim/benchmark assessments	Student ID, CDS code (14 digits), grade level, subject, sub-subject/sub-component (If available), score, performance band, etc.	Additional Indicator
CELDT and ELPAC information	Student ID, CDS code (14 digits), grade level, subject, sub-subject/sub-component (If available), score, performance band, etc.	Key/additional indicator
Other standardized test results (e.g., AP, IB, SAT, ACT)	Student ID, CDS code (14 digits), grade level, subject, sub-subject/sub-component (If available), score, performance band, etc.	Additional Indicator
Student Characteristics [student level data]		
Student demographics	Student district ID, Student state ID, gender, grade level, race/ethnicity, free/reduced lunch status, mother education attainment, father education attainment, first U.S. school entry date	Key Indicator
District entry date	Student ID, district entry date	Key Indicator
Special Education flag	Student ID, special education flag (Yes or no)	Key Indicator
English Language information	Student ID, EL status (EL or RFEP), date identified as EL, date reclassified as RFEP	Key Indicator
Foster care and homeless flags	Student ID, foster care flag (yes or no), homeless flag (yes or no)	Key Indicator

Attachment C - SPECIFIC DATA ELEMENTS THAT MAY BE INCLUDED IN THE CORE DATA COLLABORATIVE (UPDATED 3.5.19)

Data Element(s) <i>Applies to all students K-12 unless noted otherwise</i>	Variables to Include (subject to adjustment)	Additional Notes
Enrollment, Attendance, and Discipline [student level data for <i>each school of attendance</i>]		
Days enrolled	Student ID, CDS code (14 digits), total days enrolled	Key Indicator
Days present (alternative: Days absent)	Student ID, CDS code (14 digits), total days present (alternative: total days absent)	Key Indicator
School entry and leave date	Student ID, CDS code (14 digits), entry date, leave date	Key Indicator
Total number of out of school suspensions (alternatively, each suspension per student is listed in a separate row)	Student ID, CDS code (14 digits), suspension count	Key Indicator
Expulsion flag	Student ID, CDS code (14 digits), expulsion flag (yes or no)	Key Indicator
Course Information, Graduation Information, Program Information, and Staff Information		
Course information	Student ID, CDS code (14 digits), semester (e.g., fall or spring), department (subject area), name of course, Cal pad course code, district course code, credits earned, course marks, flag for required 8th grade courses, potentially flags for other course identifiers (e.g., AP, IB, concurrent enrollment, career pathway information), and teacher-student-course linkage information	Key/additional indicator
Staff information	Role, years of experience, demographics (race/ethnicity, gender), education/certification, staff ID	Additional Indicator
Program information	Program participation, program dosage, program performance	Additional Indicator
Unweighted end of the year GPA (based only on fall and spring semesters) for 6th to 12th grades	Student ID, CDS code (14 digits), unweighted end of year GPA	Key/additional indicator
High school graduation flag	Student ID, CDS code (14 digits), graduation indicator	Additional Indicator
Students in graduation cohort	Student ID, CDS code (14 digits), cohort year	Additional Indicator

Attachment C - SPECIFIC DATA ELEMENTS THAT MAY BE INCLUDED IN THE CORE DATA COLLABORATIVE (UPDATED 3.5.19)

<i>Data Element(s) Applies to all students K-12 unless noted otherwise</i>	Variables to Include (subject to adjustment)	Additional Notes
School Information		
School level data	School name, CDS code (14 digits), district code, grades served, school level, SIG status and year, charter status, type of school (credit recovery programs, independent study schools, schools for students with severe disabilities, schools for expelled students, and early childhood education programs)	
College Going Information		
College going data	Examples include college application data, college persistence data, college completion data	Additional Indicator

Board Office Use: Legislative File Info.	
File ID Number	24-2241
Introduction Date	9/25/24
Enactment Number	24-1780
Enactment Date	9/25/2024 er



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

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer

Meeting Date September 25, 2024

Subject Services Agreement 2024-2027 – CORE Districts

Ask of the Board Approval by the Board of Education of a Professional Services Agreement 2024-2027 between the District and the CORE Districts, Sacramento, CA, for the District to maintain its membership, as described in the "Statement of Work: Participation in the CORE Collaborative," incorporated herein by reference as though fully set forth, for the period of July 1, 2024 through June 30, 2027, in a total amount not to exceed \$468,000.00.

Background The CORE Districts were established in 2010 by Oakland Unified School District as well as the school districts of Los Angeles, Long Beach, Fresno, Garden Grove, Santa Ana, Sacramento, and San Francisco. Superintendent Johnson-Trammel is currently serving as President of the Board of Directors of CORE.

OUSD's membership in CORE is vital for a number of key reasons:

- *Influence:* Other organizations don't bring the large urban perspective to important issues that CORE does. CORE has had a definite impact on the development of key state policies, including the California School Dashboard, LCAP indicators, the focus on performance gaps, and California's approach to accountability and school improvement. Another example is that CORE Districts got the first and only waiver to the No Child Left Behind (NCLB) accountability system, which broke new ground on taking a whole school, whole child approach to school and district improvement under NCLB. CORE used this waiver to create an alternative School Quality Improvement Index using multiple indicators of academics and school culture/climate, with an equity lens looking at disaggregated student groups as small as 20 students. CORE also developed a continuous school improvement approach rather than NCLB's punitive approach to turn around low performing schools or schools with large equity gaps

- *Data:* The eight CORE district data leads developed strong, collaborative relationships and thought partnerships that continue today. During the pandemic, Data Leads were meeting weekly since the pandemic to discuss many data related issues, including COVID-19 response and ways that CORE can support reopening of school (whether physical school or distance learning), assessing learning loss and student engagement, etc. The PACE/CORE research collaborative is a way for OUSD to not only contribute to research guiding policy advocacy, but to also gain insight into factors influencing the positive and negative outcomes of students. By opting into the PACE-vetted studies the District finds most relevant, the District able to maximally benefit from this collaboration and ensure that a diverse set of data from students across California are available to researchers. Because this collaborative has been set up as an integral aspect of the District's involvement in CORE, CORE is able to share data for research directly with PACE following the District's opting into any given study. This means that District staff does not have to spend time to address individual researchers' requests for data or track down their research reports and findings.
- *Collaboration:* One example is the High School Breakthrough Community Series is a Networked Improvement Community (NIC) that focuses on 9th grade (Skyline, Oakland HS, Oakland Tech, Fremont, and new for 20-21, Castlemont). It has about 30 high schools in 8 districts, including some data collaborative districts. Another example is the middle school math network improvement community for African American students. The District focused on improving outcomes for African American students in grade 4 through 8 at a set of elementary and middle schools primarily in West Oakland. CORE provided professional development in Carnegie network improvement inquiry and time for conversations within and between OUSD school staff and staff from other schools across CORE who were interested in addressing inequities in math outcomes for their targeted student group.

Fiscal Impact

This Agreement continues OUSD's membership in CORE for three years (2024-2025 through 2026-2027), although OUSD can withdraw at any time pursuant to the terms of the Agreement.

Payment Schedule:

FY2024-2025 = \$158,000.00

FY2025-2026 = \$158,000.00

FY2026-2027 = \$158,000.00, for a total amount not to exceed \$468,000.00.

Attachment(s)

- Services Agreement 2024-2027
- Statement of Work: Participation in the CORE Collaborative

SERVICES AGREEMENT

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

The PARTIES hereby agree as follows:

1. **Services.** VENDOR shall provide the services (“SERVICES”) as described in **Exhibit A**.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**.
3. **Compensation.**
 - a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in **Exhibit A** for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
 - b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
 - c. VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
 - d. Payment for SERVICES shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES actually performed and after OUSD’s written approval that the SERVICES were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of SERVICES, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR’s performance does not conform to the requirements of this AGREEMENT, VENDOR agrees to correct its performance without delay.

4. **Invoicing.** Invoices furnished by VENDOR under this AGREEMENT must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the SERVICES may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (d)—indicate whether the SERVICES were provided in-person or not.
 - f. All invoices furnished by VENDOR under this AGREEMENT shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

5. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.

6. **Termination.** Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all data and materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
 - a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing

Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
- d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.

7. **Data and Information Requests.**

- a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
- b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s)

change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

8. **Confidentiality and Data Privacy.**

- a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.
- b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.

9. **Copyright/Trademark/Patent/Ownership.** Except for any intellectual property owned by VENDOR that existed prior to execution of this AGREEMENT, VENDOR understands and agrees that all other matters produced under this AGREEMENT shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR in connection with the SERVICES performed under this AGREEMENT. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR’s prior written consent, use VENDOR’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

10. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
 - b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.
11. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. In accordance with Paragraph 3 (Compensation), the SERVICES performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.
12. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
13. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent via email and either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
14. **Status.**
 - a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
 - b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR 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 VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS 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.

VENDOR 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 VENDOR INDIVIDUALS. VENDOR verifies all of the following:

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

15. Qualifications, Training, and Removal.

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
- c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire.

OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

16. **Certificates/Permits/Licenses/Registration.** VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.
17. **Insurance.**
 - a. Commercial General Liability Insurance. VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for sexual misconduct and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
 - b. Workers' Compensation Insurance. VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
18. **Testing and Screening.**
 - a. Tuberculosis Screening. VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is free of infectious tuberculosis. If the results of the examination are positive,

VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

- b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

19. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

20. **Health and Safety Orders and Requirements; Site Closures.**

- a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").
- b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES

required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.

- d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

21. Conflict of Interest.

- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
- b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
- c. Through its execution of this AGREEMENT, VENDOR 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 VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

VENDOR certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).

23. Limitation of OUSD Liability.

Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (Compensation). 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.

24. Indemnification.

- a. To the furthest extent permitted by California law, VENDOR 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 VENDOR’s performance of this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
 - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD’s own expense, including attorneys’ fees and costs.
25. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR’S normal business hours, unless VENDOR otherwise consents.
26. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR 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, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR 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.

27. **Compliance with California and Federal Laws.** VENDOR shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The VENDOR shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the VENDOR or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.
28. **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, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
29. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
30. **Assignment.** The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
31. **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.
32. **Litigation.** This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
33. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
34. **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.
35. **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.

36. **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.
37. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
38. **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.
39. **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.
40. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
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), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such

contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.

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

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


VENDOR

Name: Rick Miller Signature: 
Position: Chief Executive Officer Date: Sep 03 2024

One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.

OUSD

Name: Benjamin "Sam" Davis Signature: 
Position: Board of Education President Date: 9/26/2024
 Board President (for approvals)
 Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell Signature: 
Position: Superintendent and Secretary, Board of Education Date: 9/26/2024

Template Approved as to form by OUSD Legal Department

**SERVICES AGREEMENT
EXHIBIT A**

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

VENDOR: _____

1. **Services.** Describe the SERVICES VENDOR will provide: See attached "Statement of Work: Participation in the CORE Collaborative."

2. **Term.**
a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.
Start Date: July 1, 2024
b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.
End date: June 30, 2027

3. **Compensation.**
a. The basis for payment to VENDOR shall be:
 Hourly Rate: _____ per hour
 Daily Rate: _____ per day
 Weekly Rate: _____ per week
 Monthly Rate: _____ per month
 Per Student Served Rate: _____ per student served
 Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s): Annual Membership Dues:
2024-2025 = \$156,000.00, 2025-2026 = \$156,000.00, 2026-2027 = \$156,000.00
b. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and all fees, costs, and expenses incurred by VENDOR including (but not limited to) labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.
Not-To-Exceed Amount: \$468,000.00

13. **Legal Notices.**

OUSD

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

With a copy via email: ousdlegal@ousd.org

VENDOR

Name/Dept: CORE Districts

Address: 2014 Capitol Avenue, Suite 100 #4014

City, ST Zip: Sacramento, CA 95811

Phone: (916) 596-2548

Email: brenda@coredistricts.org

17. **Insurance.** OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.

- Commercial General Liability Insurance.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is \$25,000 or less.
- Workers' Compensation Insurance.* Waiver typically available by OUSD if VENDOR has no employees.

18. **Testing and Screening.** OUSD has waived the following testing and screening requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to include such written confirmation voids any such waiver even if otherwise properly given.

- Tuberculosis Screening.* Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.
- Fingerprinting/Criminal Background Investigation.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).

20. **Health and Safety Orders and Requirements; Site Closures.** If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?

- Yes, the SERVICES would be able to continue as described herein.
- No, the SERVICES would not be able to continue.
- Yes, but the SERVICES would be different than described herein, they would be as follows:



Statement of Work: Participation in the CORE Collaborative

About the CORE Collaborative

CORE Districts is a collaboration of school districts working together to improve student achievement through highly productive, meaningful partnership and learning between member school districts. CORE supports the improvement of specific outcomes by developing continuous improvement structures, mind sets, and routines, that foster learning at both the district and site levels, resulting in districts and schools making progress toward producing more reliable, equitable outcomes for their students. Currently, nine school districts serving more than 1 million students participate in the collaborative: Fresno, Garden Grove, Long Beach, Los Angeles, Oakland, Sacramento, San Francisco, Santa Ana, and San Jose Unified. Together, our districts share a fundamental belief that all students can achieve at high levels and are deeply committed to providing learning opportunities that will help them to do so.

As a collaborative effort, the work of CORE Districts is directed by, and in service of, the participating school districts. Exemplifying this, the CORE Board of Directors is comprised of the superintendents of each member school district and provides supervision, direction, and strategic vision for the organization. The number of participating districts is capped at 15, thus each participating district has a meaningful voice and leadership role as they collaborate with other districts. Organizationally, CORE Districts is a 501c3 nonprofit serving to operationalize the collaboration and supporting partnership and shared learning at the superintendent, central office, school leader, and teacher levels.

Powered by data, innovation, research and continuous learning, we are facilitating inter- and intra-district collaboration to innovate, implement, and scale successful strategies and tools that help all students succeed.

Partnership Benefits

All the partnership benefits described in this agreement may not apply to all of CORE's member Districts. Additionally, the partnership benefits outlined in this agreement are subject to change over time, based on availability and each District's decision to participate in different offerings. CORE Districts will also respond to the needs of its Districts by facilitating learning sessions either virtually or in-person based on the conditions/mandates set forth by the state and local governments. Decisions regarding the scheduling and delivery of sessions will be communicated with participants in advance. Districts also agree to allow CORE staff access to student level data in order to perform the services outlined in this agreement.

The primary focus of these partnership benefits will include CORE Districts supporting OUSD school leadership teams in analyzing data and will also include CORE Districts supporting senior leader and educator capacity building.

District Partnerships to Achieve Impact

One or more Districts will be invited to enter into a multi-year partnership with CORE, in an effort to invest in those Districts' vision and theory of action to deepen and spread disciplined continuous improvement in their organizations. The intent is to achieve measurable impact on key focus areas for improvement, as well as develop insights, learning and proof points around how large urban districts embody the principles of continuous improvement. The roles and commitments of participating Districts and CORE include:

District

Who: Cross-functional district partnership team of cabinet level and school supervisory level staff, as well as meaningful engagement of site level leadership. Depending on the district structure, problem of practice, and needs, this team may include:

- o Cabinet officers: Senior team member who serves as executive sponsor and guide the team
- o Principal supervisors: Brings school perspective and integrates with other efforts underway, interfaces with principals

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- o Functional lead(s): Brings relevant content expertise based on the problem the district has prioritized and helps integrate with other initiatives
- o Data and accountability lead: Helps problem solve how to measure improvement
- o School site leader representation: Establish strategic touch points where site level leadership provides key insights, feedback and contributes to the design and implementation of the scope of work
- Key role: Guiding improvement work and building capability at the district and school site level.

Commitment: The Partnership Team's commitment includes:

- o Hosting monthly **planning & reflection calls**, dedicated monthly day-long learning & planning sessions (virtual/in-person as appropriate)
- o Hosting **Ad Hoc meetings** with specific staff, likely to include Data Leads, School Site Planning/ LCAP Leads, Communications Staff, Principal Supervisors, Curriculum & Instruction Leads, Support Services Leads
- o Individual bi-weekly or monthly **coaching sessions** by 50% or more of the Partnership Team members (virtual)
- o Identification of a limited set of focus areas for improvement and impact, to serve as priority improvement projects, within which learning-by-doing will occur so that participating districts experience impact while also building organizational capability to improve.
- o The commitment of all team members is to engage in **data collection and analysis**, mutually agreed upon, to allow for ongoing reflection, goals setting, progress monitoring and celebration of learning & improvements
- o Provide support for school teams to participate in CORE Network meetings and a District Lead to ensure that the work of the Network aligns to District initiatives and builds coherence

What CORE will do to support your district

- **Co-Construct a Continuous Improvement Strategy:** Provide infrastructure for collaboration, manage logistics, serve as a steward for improvement community integrity and effectiveness, and listen to feedback and adjust approach.
- **Facilitation:** Facilitate connections and coordinate collaborations between departments, across districts engaged in similar work, connect districts with well-aligned resources, develop and deliver meaningful learning & planning experiences
- **Coaching:** Provide facilitative and instructive coaching to key District leadership in service of; personal reflection and meaning-making, informed decisions-making, increased improvement capability, and increased coherence across the organization.
- **Knowledge management:** Develop and manage tools and resources that partnership districts can use, edit, modify, or learn from to effectively employ the disciplined approach of improvement science, while integrating the district's own local approaches to continuous improvement
- **Analytics:** Serve as a resource to co-design and/or pilot data analysis and reporting that fosters measurement for improvement and supports specific improvement projects to be focus of the partnership

Districts will have access to the improvement capability programming offered by CORE, and in some instances, travel coverage to attend CORE-wide programming. The specific problems of practice and number of improvement projects may change over time to meet the needs of the partner District and capacity of CORE.

CORE Data Collaborative

In 2014, with leadership from and stakeholder engagement in Districts, CORE Districts developed an innovative multiple measures accountability system, called the School Quality Improvement System, as well as an underlying data system. This accountability system is fully compliant with the federal ESSA legislation and is aligned to LCFF- in fact, the metrics utilized for the Index (the calculation at the heart of the accountability system) can be used for the LCAP. The system has evolved into a multi-function dashboard, with opportunity for data exploration in a number of areas.

As a member of the CORE Data Collaborative, the District will receive:

- Annual **Multi-Metric School and LEA Data Dashboards with Performance Benchmarked against Peers across California**: A comprehensive, multi-metric dashboard of results at the school and LEA levels, including the follow results for each indicator, will be provided each school year-
 - Current performance
 - Historic performance and trends over time, where data are available
 - Index level, where available (on a scale from 1 to 10 based upon baseline performance across the CORE Districts)
 - Comparison with the LEA results (for school level reports)
 - Comparison with the Partnering Education Level
 - Comparison with the CORE Data Collaborative Network
 - Subgroup performance for all of the major subgroups (e.g., English Learners, Racial/Ethnic Subgroups, Students with Disabilities, Socio-Economically Disadvantaged Youth, Foster Youth, Homeless Youth) where data are available
- **Included metrics**: Academic Achievement, Academic Growth, High School Readiness, Graduation, Chronic Absence, Suspension Rates, English Learner indicators
- **Access to additional metrics as they become available**: The data collaborative may begin to produce additional metrics (e.g., an on track measure); **if** the educational institutions provides the underlying ingredients for such data, results will be provided back to the education agency at no additional charge
- **Optional metrics** (if collected and provided to CORE Districts): Social Emotional Skills, Student/Staff/Family Climate Surveys based upon the CORE District surveys

Dynamic Reporting and Opportunities for Deeper Analysis using the CORE Insights Platform

Based upon the users and user rights provided by the District, educators will have access to view and analyze reports and data in the CORE Insights platform, and other platforms as they become available.

Strategic Analytics by our Partners at Education Analytics

In partnership with Education Analytics and in consultation with participating education agencies, CORE will conduct strategic analytics to explore patterns, identify trends, develop additional indicators, and identify outlier schools that can potentially serve as exemplars. Findings will be shared with all members of the CORE Data Collaborative.

Twice Annual Professional Learning Sessions for Teams of Up to Five People

CORE Districts will host two in person convenings each year (one in the Fall and one in the Spring) for up to five people from each District. Each convening will be a full day. If in person convenings are infeasible due to COVID-19, CORE will implement a comparable virtual convening. District will be responsible for all travel costs. CORE Districts will provide the venue, meals during the day, and general session facilitation.

Additional Professional/Peer Learning Opportunities

CORE Districts will offer additional professional learning opportunities, such as webinars. Such opportunities will be made available to Districts who participate in the CORE Data Collaborative.

CORE-PACE Research Partnership

Participating education agencies will become part of the CORE-PACE research partnership with opportunities to engage in and learn from research on the quantitative data in the CORE data system, and qualitative "deep dive" studies into policy and practice. Policy Analysis for California Education (PACE) is an independent, non-partisan research center based at Stanford University, in partnership with the University of Southern California and the University of California-Davis, the University of California--UCLA, and the University of California-- Berkeley. Founded in 1983, PACE seeks to define and sustain a long-term strategy for comprehensive policy reform and continuous improvement in performance at all levels of California's education system, from early childhood to postsecondary education and training. PACE bridges the gap between research and policy, working with scholars from California's leading universities and with state and local policymakers to increase the impact of academic research on educational policy in California. PACE works with a network of approximately 50 policy scholars from all of the leading research universities in California, both public and private.

PACE has been the CORE Districts' primary research partner since 2015. Over the past couple of years, PACE has intentionally been working to support the evolution of the organizational relationship along the continuum articulated by Penuel and Gallagher (2017) from a positive "collaborative" (where the research partner takes the lead on the work, with the goal of benefiting the education partner) to a "jointly negotiated" relationship (where the research and education partners co-construct research questions, there is ongoing involvement of both parties in bringing data to bear on progress, both parties collaborate on building data-based understandings, and the scope of work is broad and jointly agreed upon). The resulting Research-Practice Partnership has two main facets: (1) where PACE serves to connect questions relevant for policy and practice to researchers interested in answering them using the CORE data system, (2) the mixed methods developmental evaluation of CORE's programming to drive improvement.

Research to Inform Policy and Practice

CORE Districts' member Districts have the opportunity to participate in single or multi-LEA research studies in ways that are designed to inform continuous improvement in the CORE Districts and policy and practice in California and beyond. PACE leads and facilitates quantitative research in the partnership by:

- Building and maintaining the infrastructure for quantitative research using CORE's member Districts' data. This includes:
 - 1) Developing and maintaining a data warehouse going back to 2010-11 containing student and school-level data for CORE and Data Collaborative districts, and 2) managing the entirety of the process for conducting new research within CORE, from developing research questions to publishing final products.
 - 2) Managing CORE's quantitative research portfolio. PACE engages researchers from UC Santa Barbara, USC, UC Riverside, UC Irvine, University of Virginia, Brown, Harvard, UC Davis, UC Los Angeles, UC Berkeley, and other universities on studies co-designed with PACE and the CORE districts. The portfolio of research conducted by these PACE "affiliates" now includes 40 ongoing or completed studies, some of which have validated measures of socio-emotional learning and others of which provide insight into important educational policy issues (e.g., school accountability, the relationship between student characteristics and academic and behavioral outcomes, variation in the effects of schools, districts, or policies for various student subgroups). New studies are approved by the CORE Board on an annual basis.
 - 3) Conducting original research to inform policy and practice. These studies, which are conducted by PACE faculty and staff, are released more quickly than the PACE-affiliate studies and usually have tighter implications for policy and practice. They leverage PACE's expertise in both quantitative and qualitative methods to answer complex questions on a timeline that supports districts' learning and decision-making. These studies might investigate such topics as pipelines into teaching and school leadership, workforce quality, or using CORE's multiple measures data system to build a stronger understanding of school performance and improvement in student outcomes. They could also include evaluations of new programs or interventions designed to address persistent barriers to strong and equitable student outcomes.

Developmental Evaluation

As CORE's research partner, PACE conducts research on CORE's approaches to supporting the CORE Districts member Districts to improve. The goals of this work are: (1) for CORE's staff and its Districts to receive ongoing, formative feedback and (2) to share research findings in ways that impact education in California more broadly. Towards these goals PACE:

- Works closely with CORE staff to document, revisit, and revise CORE's theory of action on a regular basis as CORE and PACE learn together about CORE's work
- Co-develops research questions with CORE, to help them test and refine their approach
- Develops a rich of understanding of CORE's practices and how Districts (i.e. participating districts, schools, and educators) experience working with CORE through activities such as:
 - Attending and documenting a sample of network meetings and capability-building programs
 - Interviewing CORE staff to understand how team members are enacting their roles in supporting improvement
- Interviewing district and school administrators and educational leaders (including teacher leaders) working on improvement teams with CORE to understand how CORE's work is experienced by Districts (i.e. participating districts and schools)
- Estimates the effects of BTSC on participating districts and schools by:

Conducting a quasi-experimental design to estimate the effects of BTSC on participating schools

- Shares findings from the research:
 - With CORE to support CORE's ongoing internal improvement (e.g., through regular check-ins and improvement reviews with CORE)
 - With participating schools and districts at their request (e.g., presentations for staff in one or more of the CORE Districts)
 - With policy-makers, educators, and the broader research community through conferences, briefs, reports, and social media.

Each year, CORE District staff and member Districts' Superintendents will be able to prioritize additional research topics for exploration through PACE's quantitative portfolio.

State and National Voice:

Together, CORE Districts' Districts serve more than 1 million students and their families, representing 18 percent of all California students. Thus, by working together, CORE Districts' member Districts serve a significant proportion of the state's students and have the opportunity to have a much greater voice at both the state and national level.

In addition to the capability building, data and research partnership benefits described above, the member District's Superintendent has the opportunity to participate in a PLC, collaborating and learning from others around shared problems of practice. These often have state and federal policy implications.

Through the power of the group, Districts have an outsize policy impact. Examples of CORE's policy impact include:

- State Accountability System - our voice is strong in policy discussions about how data is used at the state-level for accountability versus how data is used locally by educators for improvement. CORE- PACE analysis has been critical in state decisions around measuring and reporting chronic absence and school culture/climate in the state's accountability data system, and CORE Districts' use of student academic growth data is a major influence on how the state will move forward to include student academic growth as an indicator on the California school dashboard.
- California's emerging Cradle to Career Data Infrastructure - CORE's use of practitioner-focused dashboards and tools stand out among the case studies being considered by policy makers and influencers in the governor's efforts to build a cradle to career data infrastructure. Among the ways CORE's voice stands out are CORE's latest developments and tools to help answer questions like what is a student's likelihood of graduating? Of graduating A-G? Of being successful in college?
- LCAPs - Released months before the state Legislature developed California's LCAP process, CORE's School Quality Improvement Index informed much of the policy conversation and the LCAP data metrics have 85 percent crossover with CORE's Index.
- ESSA- The Every Student Succeeds Act perfectly aligns with CORE's Index and our multiple measures work helped influence the final bill.
- NCLB Waiver - CORE Districts received the only district-level waiver from NCLB, which allowed the districts to develop a novel and holistic accountability system and receive increased flexibility for the use of their Title 1 funds.

Hold Harmless

To the fullest extent allowed by law, the District shall hold CORE Districts, its agents, employees, volunteers, and representatives ("Indemnities") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnities, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, (collectively "Loss") to the extent arising out of or incident to, but not limited to: breaches of any District data (including but not limited to employee, board member, and student data) by CORE District's, its partners, and the 3rd party platforms CORE uses for its work.

Exhibit B

Data Element	Variables to include subject to adjustment	Additional Notes
Assessments		
SBAC Summatives all grades (3-8 and 11) & Subjects	Variables included in the SBAC and/or CERS annual extracts from the CDE's TOMS system	For annual and selected interim data warehouse and reporting
Other interim/benchmark assessments	As mutually agreed to support DISTRICT needs; Student IDs, CDS code, grade level, subject, sub-subject/component, score, performance level, etc.	Additional indicator
CELDT and ELPAC	Variables included in the ELPAC and/or CERS annual extracts from the CDE's TOMS system	For annual and selected interim data warehouse and reporting
Other standardized tests	As mutually agreed to support DISTRICT needs; Student IDs, CDS code, grade level subject sub-subject/component, score performance level etc.	Additional indicator
Student Characteristics and Program Participation		
Student demographics	Variables included in CALPADS annual ODS extracts (SINF) or from district data warehouse files (current year)	For annual and selected interim data warehouse and reporting
Student participation	Variables included in CALPADS annual ODS extracts (SENR, SPED, SELA, SPRG FRPM GRCH) or from district data warehouse files (current year)	For annual and selected interim data warehouse and reporting
Student attendance	Variables included in CALPADS annual ODS extracts (STAS) or from district data warehouse files (current Year)	For annual and selected interim data warehouse and reporting
Student discipline	Variables included in CALPADS annual ODS extracts (SINC, SIRS) or from district data warehouse files (current year)	For annual and selected interim data warehouse and reporting
Student academic performance	Variables included in CALPADS annual ODS extracts (SCSC, CRSC) or from district data warehouse files (current year) including staff course section assignments	For annual and selected interim data warehouse and reporting
School Information	As mutually agreed to support DISTRICT needs; School names, CDS code, grade levels served, school level, charter status, type of school subject, sub- subject/component score performance level etc.	For annual and selected interim data warehouse and reporting
Survey Information		
Student, Staff and Family surveys	As mutually agreed to support DISTRICT needs: Student IDs, CDS code, grade level survey items survey item responses	Additional indicator
College Going Information		
College going data	As mutually agreed to support DISTRICT needs: college application data, college enrollment data college persistence data college completion data	Additional indicator

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