



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

Board Office Use: Legislative File Info.	
File ID Number	25-1886
Introduction Date	8/13/2025
Enactment Number	
Enactment Date	

Board Cover Memorandum

To	Board of Education
From	Denise Saddler, Interim Superintendent
	Tara Gard, Chief Talent Officer
Meeting Date	August 13, 2025
Subject	2025-2026 Service Agreement (Cost) with: Contractor: National Center for Teacher Residencies, Inc. ("NCTR"), Chicago, IL Services for: 944-Talent / HR Department
Ask of the Board	<input type="checkbox"/> Approve Services Agreement <input checked="" type="checkbox"/> Ratify Services Agreement
Description of Services & Background	The National Center for Teacher Residencies (NCTR) provides ongoing support for teacher residency programs like the Oakland Teacher Residency through professional learning communities convened by NCTR throughout the year; providing guidance and coaching to support high-quality programming aligned with research-based residency standards (NCTR Lever Practices); and collecting and analyzing data of all stakeholders involved in the residency program to assess program efficacy in developing well-prepared educators.
Term	Start Date: July 1, 2025 End Date: June 30, 2026
Not-To-Exceed Amount	\$16,000.00
Funding Source(s)	Philanthropic grant funds

Competitively Bid	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If the Service Agreement was <u>not</u> competitively bid and the not-to-exceed amount is <u>more</u> than \$109,300, list the exception(s) that applies (requires Legal approval and may require a resolution):
District In-Kind Contributions	Participation of the OUSD Residency coordinator in the process of program assessment, professional learning meetings, and in data collection.
Specific Outcomes	Program improvement for the Oakland Teacher Residency, including higher quality preparation and retention of teachers coming through the program in OUSD, more robust support for Residents and Mentor Teachers, stronger programmatic development in alignment with best practices as gleaned from across the nation.
SPSA Alignment (required if using State or Federal Funds)	<input type="checkbox"/> Action Item included in Board Approved SPSA (no additional documentation required). If so, enter Item Number: _____ <input type="checkbox"/> Action Item added as modification to Board Approved SPSA. If so, school site <u>must submit</u> the following documents to the Strategic Resource Planning for approval through the Escape workflow process: <ul style="list-style-type: none"> ● Meeting announcement for meeting in which the SPSA modification was approved. ● Minutes for meeting in which the SPSA modification was approved indicating approval of the modification. ● Sign-in sheet for meeting in which the SPSA modification was approved.
Attachment(s)	<ul style="list-style-type: none"> ● Services Agreement



NCTR NETWORK AGREEMENT

This Network agreement is dated July 1, 2025 and is between Oakland Unified School District (“Partner” or “OUSD”), located at 1011 Union Street, Site 946, Oakland, CA 94607, and the National Center for Teacher Residencies, Inc., a Massachusetts not-for-profit corporation (“NCTR”) with offices at 200 East Randolph Street, Suite 5100 - CARR Workplaces, Chicago, IL 60601.

RECITALS

- A. NCTR continues to grow its Network of teacher residencies, which enables collaboration, learning, and improvement among partner residencies.
- B. NCTR has developed a suite of tools, resources, coaching, and curriculum that it makes available to partner residencies.
- C. Partner residencies can access this suite for an annual membership fee, with opportunities for additional resources and targeted programming available for an additional fee. (See Appendix A)

DEFINITIONS

“Network” means a group of entities, including K-12 school districts, colleges and universities, and other organizations who operate teacher residency programs.

AGREEMENTS

The parties therefore agree as follows:

- 1. Term. The term of this agreement begins on July 1, 2025 and will continue through June 30, 2026, unless sooner terminated under the terms of this agreement.
- 2. Partner Representations. Partner represents that:

- A. Partner has obtained the necessary board and any other approvals to participate in the Network.
 - B. Partner is not party to or otherwise subject to or bound by the terms of any contract or understanding that would in any manner limit or affect the Partner's ability to perform its required obligations under this agreement.
3. Partner commitment to Network. Partner agrees to work with NCTR to maintain a Residency Program consistent with NCTR's *Levers for Teacher Residencies* ("NCTR Levers"), including but not limited to:
- A. Employing a Program Director or other similar leadership position, and using good faith efforts to fill the Program Director position should it become vacant while a Network partner.
 - B. Using good faith efforts to attend all programming led by NCTR, including but not limited to NCTR Symposium, Site Visits, and Community Learning Experiences.
 - C. Engaging with NCTR to participate in state and national efforts aimed at driving the sustainability and expansion of the teacher residency model.
 - D. Reasonably completing data requests, including but not limited to annual data collection survey and program-level impact and implementation data. (See Appendix B).
 - E. Allowing NCTR to share any of its non-privileged information, and materials which it does not expressly prohibit the sharing across the Network for which it will receive appropriate credit.
 - F. To not disclose the shared materials of other Network partners outside of the Network.
4. NCTR commitments to Partner. NCTR agrees to:
- A. Provide Partner with electronic access to content, data collection and visualization tools, consultation services, communication with NCTR and peer network participants, and other shared knowledge and resources to strengthen Partner's program design and implementation
 - B. Support programs to collect, analyze, and apply findings from surveys to drive program improvement and quality implementation of the residency model
 - C. Offer programming focused on program improvement aligned with NCTR Levers.
 - D. Use research and data to support state and national public policy advocacy efforts aimed at driving the sustainability and expansion of the teacher residency model

- E. Utilize the NCTR website to support Partner's efforts in the recruitment of high quality staff.
5. Fees. Partner agrees to pay NCTR \$16,000 (the "Amount") during the term of the agreement in accordance with the following schedule:
- | | |
|--------------------------------|----------|
| On or before September 1, 2025 | \$ 8,000 |
| On or before March 1, 2026 | \$ 8,000 |
6. NCTR oversight of the Network. During the term of this agreement, NCTR maintains the right to oversee and, in good faith, ensure Partner's Residency Program complies with NCTR Levers. NCTR reserves the right to terminate the Network collaboration with the Partner should the Partner fail to meet NCTR Levers.
7. Use of NCTR and Partner Marks.
- Each party agrees that each time it reproduces or republishes the other party's marks, it shall do so in a form identical to that provided by the owner of such marks, without alteration;
 - Parties shall not make misleading statements about the other party's products or services.
 - Each party acknowledges that it is not authorized to sell, assign, license, sublicense or otherwise transfer any rights in the other party's marks to any third party, or to reproduce the other party's marks in any manner, except as expressly authorized in this agreement; and
 - Unless otherwise agreed by NCTR and Partner in writing, Partner agrees that, to the extent it uses NCTR Materials, it will use the NCTR Mark in connection therewith.
8. Notice. All notices under this agreement must be in writing and directed to the person and address identified for such party below. Notices shall be effective upon receipt. All notices must be given by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, or (iv) electronic mail to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section.

Notice to NCTR shall be given to:

Kathlene Campbell, Chief Executive Officer

kcampbell@nctresidencies.org

National Center for Teacher Residencies
200 East Randolph Street, Suite 5100 - CARR Workplaces
Chicago, IL 60601

Notice to Partner shall be given to:

Soo Hyun Han-Harris, Coordinator, Retention and Employee Development
soohyun.han@ousd.org
Oakland Unified School District
1011 Union Street, Site 946
Oakland, CA 94607

9. Limitation on Liability.

- A. Neither party, nor shall its employees, affiliates, representatives or agents, shall be liable to the other party or any third party for any claims, liabilities, actions, suits, judgments, fines, losses, injuries, damages, costs or expenses (collectively, "Losses") arising out of or connected to the provision of services under this agreement, other than any Losses caused by the gross negligence or willful misconduct of either party in connection with the provision of the services under this agreement.
- B. Neither NCTR or Partner makes any representations or warranties, express or implied, regarding the merchantability, suitability, originality, fitness for a particular use or purpose or results to be derived from the use of any materials, deliverables or services provided under this agreement. Neither NCTR or Partner guarantees that any work product or deliverable hereunder will be error-free; and
- C. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE MAXIMUM LIABILITY OF NCTR AND ITS RESPECTIVE SUBSIDIARIES AND THEIR EMPLOYEES, AFFILIATES, REPRESENTATIVES AND AGENTS, AND THE SOLE REMEDY OF THE PARTNER FOR ANY LOSSES UNDER THIS AGREEMENT OR OTHERWISE ARISING WITH RESPECT TO THE MATTERS ADDRESSED IN THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION THAT IMPOSES LIABILITY, WHETHER IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT, TORT OR OTHERWISE, SHALL BE A REFUND OF THE AGGREGATE FEES PAID TO NCTR BY THE PARTNER FOR THE SERVICES UNDER THIS AGREEMENT. NEITHER PARTY TO THIS AGREEMENT AND ITS RESPECTIVE SUBSIDIARIES NOR THEIR RESPECTIVE EMPLOYEES, AFFILIATES OR AGENTS

SHALL BE LIABLE TO THE OTHER PARTY TO THIS AGREEMENT FOR LOSS OF PROFITS OR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES.

10. Indemnification.

- A. Each of NCTR and the Partner will indemnify, defend and hold harmless the other party, its officers, directors, employees and agents, against any third-party claims and all resulting liabilities, losses and costs (including reasonable attorneys' fees and settlement costs) arising out of or in connection with any claim relating to the products and services of the indemnifying party and any conduct related to the contemplated products and services provided and exchanged by the indemnifying party that is outside the reasonable control of the indemnified party, including but not limited to the indemnification of NCTR for claims arising in connection with Partner's operation of its Residency Program; and
- B. Each party will give the other prompt notice of any claim subject to indemnification hereunder. The indemnifying party shall have the right to control the defense of any claim subject to indemnification hereunder. The indemnified party may participate in such defense at its own expense.

11. Termination. Either party may terminate this agreement without cause and without penalty by giving written notice to the other party at least thirty (30) days prior to the effective date of such termination. In the event of an early termination without cause, NCTR shall be entitled to a prorated portion of its fees set forth in Section 5, and Partner shall be entitled to a refund of the portion of fees previously paid. Upon termination, Partner's opportunity to participate in the Network of Residency Programs shall be canceled. The obligations of both parties under Sections 7, 9, 10, 12, 16, 17, and 18 shall survive any cancellation or termination of this agreement.

12. Relationship of parties. Both parties understand and agree that this agreement does not create a partnership, joint venture, or agency relationship. Each party shall be conclusively deemed to be an independent contractor and not under the control or supervision of the other.

13. Assignment. Neither this agreement, nor any of the rights or obligations under or relating to this agreement, may be assigned by either party without the other party's written consent. Any unauthorized assignment is null and void.

14. Modifications or waiver. This agreement (a) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, (b) supersedes all

prior agreements and understandings, whether written or oral, between the parties with respect to such subject matter, and (c) may only be modified, amended or supplemented by the written agreement signed by each of the parties hereto. No waiver of any provision of this agreement shall be effective unless explicitly set forth in writing and signed by the party providing such waiver (an “Effective Waiver”). No Effective Waiver by any party shall operate, or be construed, as a waiver in respect of any failure, breach or default not expressly identified by such Effective Waiver, whether of a similar or different character and whether occurring before or after a party’s delivery of the Effective Waiver. No failure to exercise or enforce, or delay in exercising or enforcing, any right, remedy, power or privilege arising from this agreement shall operate or be construed as a waiver of such right, remedy, power or privilege; nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege hereunder by a party preclude such party’s further or other exercise or enforcement thereof or exercise of or enforcement of any other right, remedy, power or privilege. The waiver of any provision of this agreement shall not prevent such party from subsequent enforcement of that provision.

15. Entire agreement.

- A. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements, and understandings between them, whether written or oral, relating to this subject matter.
- B. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this agreement.
- C. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this agreement.

16. Governing law; choice of forum. This agreement shall be governed by the laws of the State of California. In the event that any dispute or controversy arises out of or relating to this agreement, the parties agree to attempt to resolve such dispute initially through a Meet and Confer via telephone conference. The Meet and Confer shall be held promptly between the parties including individuals with decision-making authority regarding the dispute, to attempt, in good faith, to negotiate a resolution of the dispute or controversy. If the dispute or controversy is not resolved through the Meet and Confer, then it shall be resolved by mediation. The mediator shall be certified and agreed to by both parties, and the costs of the mediator’s services shall be shared equally.

17. Confidentiality. In the course of performing under this agreement, each party may be exposed to information and data about the other party, including, but not limited to, teacher retention, other Partner statistics, NCTR Materials, and information reasonably understood to be confidential or privileged (“Confidential Information”). Each party, using the same standard of care that it uses to protect its own confidential information from disclosure, agrees to hold the Confidential Information of the other party confidential and to not disclose to others, whether directly or indirectly, without prior written consent of the non-disclosing party, all such Confidential Information, and will limit its use of such Confidential Information to performance of the services under this agreement. This obligation does not apply to information, which is in the public domain prior to commencement of this agreement, or at a later date through no fault of the receiving party, which is disclosed to the party’s attorneys, accountants, lenders, representatives and other advisers, so long as each applicable representative or advisor agrees to keep such information confidential or is subject to a legal, ethical or contractual duty of confidentiality to the disclosing party, or which party is obligated to divulge by operation of law, including subpoena. Confidential Information also does not include contents of this agreement including the fees for services. All Confidential Information is and shall remain the property of the owning party and shall be returned to that party upon the completion or termination of this agreement.
18. Intellectual Property. Each Party’s name and logos and all related trademarks, trade names, and other intellectual property, whether registered or not, and the goodwill associated therewith, are the valuable property of such Party and all the rights thereto are and shall remain the sole and exclusive property of such Party, except as may be granted with the express prior written consent of such Party.
19. No Third Party Beneficiaries. This agreement is for the sole benefit of the parties to this agreement and their respective successors and permitted assigns; and nothing in this agreement, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this agreement.
20. Headings. The headings of the Sections and subsections of this agreement are for ease of reference only and shall not affect the interpretation of this agreement.
21. Counterparts and Electronic Execution and Delivery. This agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. A signed copy of this agreement delivered by facsimile, email,

or other means of electronic signature and transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this agreement.

22. Severability. Each provision of this agreement shall be considered severable, and if for any reason any provision which is not essential to the effectuation of the basic purposes of this agreement is determined by a court of competent jurisdiction to be invalid, unenforceable, or contrary to existing or future applicable law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those provisions of this agreement which are valid, enforceable, and legal. In that case, this agreement shall be construed so as to limit any term or provision so as to make it valid, enforceable, and legal within any applicable law, and, in the event such term or provision cannot be so limited, this agreement shall be construed to omit such invalid, unenforceable, or illegal provisions.

The parties to this agreement have executed this agreement.

National Center for Teacher Residencies, Inc.

By:  7/24/2025
E0004911BAB142E...

Kathlene Campbell
Chief Executive Officer

Oakland Unified School District


By:  7/24/2025

Tara Gard
Chief Talent Officer, Oakland Unified School District

By: _____

Denise Saddler,
Interim-Superintendent, Oakland Unified School District

Approved as to form by OUSD Legal Department

Name: Candace Dabney-Smith Signature:  Date: Jul 24, 2025

APPENDIX A

Network Programming Overview, 2025-2026

What We Do

Founded in 2007, NCTR partners with local education agencies, institutions of higher education, nonprofit organizations, charter management organizations, and state education agencies to support preparation partners to build, support, and sustain teacher residency programs. Our role and expertise as researchers, facilitators, convenors, coordinators, and consultants supports programs to meet their own goals for improvement, and to advance the field toward effective clinical preparation.

Levers for Design and Implementation

NCTR's differentiated programming and consulting grows from our commitment to our [Levers for Equitable Teacher Residencies](#), the evolving research base that outlines key features of effective teacher residency programs, as well as the impact data from nearly 20 years of assessing residency program design and implementation. We work with programs to develop and enhance essential practices within the levers, including a year-long clinical placement in classrooms; an effective program leader; a tightly integrated and practice-based curriculum that prioritizes culturally sustained practices; and the careful recruitment and selection of residents, mentors, and the schools in which they learn to teach.

Network Scope of Work

The National Center for Teacher Residencies (NCTR) consults and supports Network members to meet improvement goals and exchange promising practices in order to sustain high-quality teacher preparation programs. NCTR's Network services are designed to meet the needs of lead partners, including school districts, nonprofits, charter management organizations, and institutions of higher education. Network membership provides an opportunity for individualized consulting with varied community learning experiences for a residency team.

Member Engagement

Teacher residency program directors and other leaders are eligible to attend five consulting sessions. For Community Learning Experiences, Network members' organizations are welcome to include leaders from their wider partnerships, including school of education faculty members, district leadership, and the teachers' union. Site visits* allow two individuals from a residency's leadership team to travel for and participate in the event. NCTR's National Symposium allows

two individuals to convene with other leaders in the teacher preparation space to engage with innovative thinking around effective and equitable strategies, resources, and policies to inform their practice. Additionally, Network members are eligible for full participation in NCTR's data collection and lever assessment goal setting, including Data Studio support.

Membership Features

<i>Consulting</i>	At NCTR, we believe that each organization is unique and has its own set of objectives, culture, and aspirations. That's why we offer a personalized approach to consulting, tailoring our strategies and solutions to meet the specific needs and challenges of each client. We work closely with our clients to develop customized impact goals that drive meaningful results. Network members are eligible for five virtual consulting sessions annually.
<i>Network Site Visit</i>	Our Network Site Visit allows professionals to connect with other experts in various programs. By visiting a leading organization, participants can gain access to the latest innovations, educational trends, and best practices. We facilitate meaningful exchanges that catalyze growth and innovation. Whether you're seeking inspiration, forging new partnerships, or expanding your professional network, our programming offers an excellent platform to engage with industry leaders and thought pioneers. You can expect interactive school tours, coursework observations, resident panels, and behind-the-scenes glimpses of program operations. Network membership includes two complimentary Network Site Visit seats.
<i>Symposium</i>	Our Symposium offers a platform for exchanging ideas, fostering collaborations and inspiring positive change in the field of teacher preparation. Through a series of thought-provoking presentations, interactive workshops and engaging discussions, we aim to push the boundaries of knowledge and ignite inspiration. Network membership includes two complimentary seats at Symposium.
<i>Data Support</i>	Our data collection support is specifically designed to assist our partners in collecting and making sense of data to demonstrate, and make decisions that can enhance program impact. We offer partners access to aggregate data about the programs in our Network, and conduct surveys of teacher residents, mentors, graduates, and principals for partners. Through our data visualization platform and consulting support, we help members to unlock the full potential of their data. Our support and analysis is actionable and personalized to your unique needs and requirements for the data, whether you're trying to use the data to set and monitor progress on program goals, support an internal or external evaluation of your program, or demonstrate the value and impact of your program to external audiences.

<i>Community learning experiences</i>	We believe in the power of shared learning and collective wisdom. Our programming fosters connections, inspires creativity, and promotes resource-sharing. Whether you're a seasoned program leader looking to expand your skillset or a curious learner eager to explore new horizons, our offerings have something for everyone. From interactive working groups, webinars to immersive Director Pods, our goal is to create dynamic learning environments that spark curiosity and fuel innovation. We focus on inclusivity, accessibility, and lifelong learning to build stronger and more resilient communities through education and collaboration.
---------------------------------------	--

This scope of work is subject to change as a result of experience, new information, changes in process requirements, and/or the availability of resources. NCTR will provide notification for any changes made to this scope of work.

APPENDIX B

Data Use Agreement

Background and Purpose

Throughout the year, NCTR collects various data from and for clients as described in Section I. NCTR uses the data to support clients, the broader teacher residency community, and NCTR programming and consulting, including to secure and meet requirements of funding. Additionally, NCTR uses these data to conduct and/or contribute to internal and external research on teacher residency programs.

The purpose of this Agreement is to provide NCTR and clients access to the Exchanged Data in accordance with the Family Education Records Privacy Act of 1974 (“FERPA”), and any other applicable regulations and ethical standards. The Agreement identifies permissible uses for the Exchanged Data, as well as standards and responsibilities to protect confidentiality and privacy, and against the unauthorized disclosure of personally identifiable information (“PII”), which includes both program and individual-level information.

I. Purpose

Purpose. This Data Use Agreement (“Agreement”) pertains only to OUSD’s transmission of data to NCTR and NCTR Individuals, and NCTR and NCTR Individuals protection of such data (“Purpose”). Unless otherwise stated herein, “NCTR Individuals” includes (to the extent they exist): NCTR Board members, officers, trustees, and directors; NCTR employees, agents, consultants, contractors and subcontractors, representatives, and

other similar individuals; and volunteers and others unpaid persons under RECIPIENT's direction, invitation, or control.

- a. The elements/categories of data to be transmitted shall be listed in Section II below. 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, shall be as set forth in Section II below. 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. NCTR shall not make any re-disclosure of any OUSD Data without the express written consent of OUSD.
- d. Partner's limited consent to disclose OUSD Data to NCTR shall not include consent to disclose any student data including but not limited to student transcripts, contact information, demographics, schedules, and attendance.

II. Description of Data

The OUSD data and information exchanged pursuant to this Agreement ("Exchanged Data") include:

- A. Program Data:** Data about programs that NCTR collects from the Partner for NCTR use. This includes the anonymized data collected via NCTR's Annual Program Data Survey and collection of any program artifacts and documentation related to program practices and/or implementation (e.g., resident handbook, recruitment materials, etc.). All OUSD Data collected from surveys will be anonymized and aggregated.
- B. Program Participant and Partner Data:** Data about the Partner's program participants and partners that NCTR collects for the Partner and NCTR use, including teacher residents, program graduates, mentor teachers, and principals, about perceptions and experiences with Partner's programming. This includes data collected via NCTR's Residency Experience surveys, as well as participant and partner contact information that is necessary to collect these data.
- C. Partner data:** Data about the Partner that NCTR collects for NCTR use, namely data about the Partner's experience and perception of NCTR programming and consulting, and their perception, experiences, and goals for their programs and

work with NCTR. This includes Partner self-assessments of program and goals, NCTR's Network Member Satisfaction Survey, Site Visit Surveys, and Residency Design Academy Early and Post-Programming Surveys.

III. Responsibilities of Partner

- A. Partner shall secure and/or inform NCTR of the need to secure required approvals to collect Exchanged Data by October 31. If applicable, Partner shall perform due diligence and furnish information necessary for NCTR to secure required approvals.
- B. Partner acknowledges program participants' and partners' participation in NCTR's Residency Experience Surveys is strictly voluntary. Partner may encourage and compensate participants and partners, but cannot force, require, or otherwise coerce participants and partners to participate.
- C. Partner may disclose or publish only anonymized or aggregate data. Partner shall not use information in the Exchanged Data to identify or contact any individuals; nor disclose or publish any individual-level data or personal identifying information; nor report any data in a manner that permits personal identification of any individuals from which the Exchanged Data were collected.
- D. In disclosing or reporting Exchanged Data, Partner shall attribute Exchanged Data to NCTR as applicable.

IV. Responsibilities of NCTR

- A. At Partner's request, NCTR shall secure or support Partner with securing required approvals to collect Exchanged Data. NCTR shall not begin any data collection or research activities without securing known, required approvals.
- B. NCTR shall take all reasonable measures to ensure that Exchanged Data are collected in a voluntary, consensual manner, and to protect participants' rights to informed consent. NCTR shall not force, require, or otherwise coerce Partner, or program participants and partners to participate.
- C. NCTR shall take all reasonable measures to ensure that Exchanged Data is stored and maintained in a secure manner, and to protect PII from unauthorized disclosures using industry best practices and to comply with applicable regulations and ethical standards. NCTR will store Exchanged Data in a password-protected account to which only pertinent staff will have access.
- D. NCTR shall publish only anonymized or aggregate data. NCTR shall not disclose or publish any PII; nor report any data in a manner that permits identification of any

- individuals or individual programs from which the Exchanged Data were collected without obtaining prior expressed written consent.
- E. NCTR 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. NCTR shall not copy, reproduce, or transmit any data obtained, except as necessary to fulfill this Agreement.
 - F. NCTR shall take all reasonable measures to ensure that Exchanged Data is shared with Partner, and external organizations and individuals in a secure, confidential manner, and to protect PII from unauthorized disclosures using industry best practices and to comply with applicable regulations and ethical standards. NCTR shall remove any information that would permit identification of any individuals or individual programs from which the Exchanged Data were collected.
 - G. NCTR shall take all reasonable measures to remedy any unauthorized access or potential access involving PII within Exchanged Data, and to mitigate any harmful effects of unauthorized transfer or disclosures of Exchanged Data. If NCTR becomes aware of any unauthorized access involving PII within the Exchanged Data, NCTR shall promptly notify Partner in accordance with Section VII.
 - H. NCTR 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 NCTR; (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.
 - I. NCTR 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.
- V. **Property of OUSD.** All OUSD Data transmitted to the NCTR pursuant to this Agreement is and will continue to be the property of and under the control of OUSD. NCTR acknowledges and agrees that all copies of such OUSD Data transmitted to the NCTR, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement 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.

- VI. **Disposition of OUSD Data.** NCTR shall dispose or delete all OUSD Data upon written request by OUSD or when it is no longer needed for the purpose for which it was obtained. Disposition shall include: (1) the shredding of any hard copies of any OUSD Data; (2) erasing; or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in this AGREEMENT authorizes NCTR to maintain OUSD Data beyond the time period reasonably needed to complete the disposition. NCTR shall provide written notification to OUSD when the OUSD Data has been disposed of.
- VII. **Data Breach.** In the event that OUSD Data is accessed or obtained by an unauthorized individual, NCTR 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, NCTR becomes aware of additional information related to such an event, NCTR shall provide additional notifications to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. When providing notice to OUSD under this Paragraph, NCTR 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:
 - 1. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - 2. 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 NCTR will know this information.
 - 3. 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.
 - 4. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - C. NCTR 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. NCTR 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. NCTR is prohibited from directly contacting the parents/guardians of affected OUSD pupils or eligible OUSD pupils unless expressly requested by OUSD. If OUSD requests NCTR's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to NCTR, NCTR shall notify affected such parents/guardians or OUSD pupils of the unauthorized access, which shall include the information listed above. If requested by OUSD, NCTR shall reimburse OUSD for costs incurred to provide such notifications.