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Board Cover Memorandum

To Board of Education

From Denise G. Saddler, Interim Superintendent
Sondra Aguilera, Chief Academic Officer
Vanessa Sifuentes, Deputy Chief, Post-Secondary Readiness
Vinh Trinh, Manager, Master Scheduling and Comprehensive Student Supports,
OUSD Liaison to the Oakland Promise

Meeting Date February 25, 2026

Subject Subcontractor Agreement - Oakland Children’s Initiative (OCI) - Oakland Promise (OP) - High School Linked Learning Office

Ask of the Board Approval by the Board of Education of a Subcontractor Agreement by and between the District, Oakland Children’s Initiative (OCI), and the Oakland Promise (OP) for the latter to provide college and career advising to seniors and 13th year students for the period of July 1, 2025 through June 30, 2026, at no cost to the District.

Background The Oakland Unified School District (OUSD) supports students' economic mobility by placing Career Transition Specialists (CTS) at schools. These specialists help 12th graders and recent graduates (13th-year students) achieve college and career goals. The CTS program emphasizes postsecondary access, focusing on two-year colleges, pre-apprenticeships, and pre-employment training programs.

Discussion Career Transition Specialists will serve as the primary postsecondary support provider for 300 high school seniors to complete program benchmarks include: postsecondary enrollment, at least 70% of CTS-supported 12th graders will enroll in a postsecondary program, with an emphasis on community college, pre-apprenticeships, and job training programs. financial aid completion for at least 70% of eligible seniors will submit a financial aid application (FAFSA/CADAA).

Support for Recent Graduates (13th-Year Students): CTSs will also support 200 recent graduates as they transition to college and workforce programs. The program tracks engagement with mentorship, persistence, and milestone completion. Community College Benchmarks-At least 70% of CTS-supported students enrolled in community college will complete college orientation, including schedule review, CANVAS system overview, and financial aid verification (if eligible). In addition, meet with a college counselor and complete a student education plan enroll in second-semester coursework within their first semester

And renew financial aid for the following school year, including FAFSA/CADAA and scholarship applications. 12th-Grade Metrics- CTSs will monitor and track the number of seniors. Furthermore, develop a postsecondary education plan complete at least one postsecondary application and/or financial aid application (FAFSA/CADAA) that matriculates into a two-year college and enroll in a pre-apprenticeship or pre-employment program

Fiscal Impact No Fiscal Impact

Attachment(s)

- Subcontractor Agreement
- Data Sharing Agreement, #24-1238 approved on 5/22/24

SUBCONTRACTOR AGREEMENT

THIS SUBCONTRACTOR AGREEMENT (this “Agreement”) is entered into as of July 1, 2025, by and between Oakland Promise, a California nonprofit public benefit corporation (“OP”), and Oakland Unified School District, a local educational agency organized and existing under the laws of the State of California (“Subcontractor”). OP and Subcontractor are collectively referred to herein as the “Parties.”

TERMS AND CONDITIONS

1. Services. Subcontractor shall perform the services more fully described in Attachment 1 to this Agreement and incorporated herein (the “Services”). Subcontractor is providing the Services in fulfillment of OP’s obligations pursuant to the Oakland Children’s Initiative of 2018 Oakland Promise Implementation Partner Agreement, effective as of January 1, 2023, between the City of Oakland (the “City”) and OP (the “City Contract”), wherein the City has engaged OP to implement the Oakland Promise Program. Subcontractor acknowledges it has received and reviewed the City Contract in connection with this Agreement. Subcontractor agrees to coordinate with OP’s designated project lead and additional OP staff in connection with providing the Services. Subcontractor agrees to be available for regular calls and in-person planning meetings with OP project lead and additional staff with reasonable notice.

2. Payment for Services; Invoices. In consideration for the Services, OP agrees to pay Subcontractor the fees in the amount and according to the schedule set forth in Attachment II attached to this Agreement and incorporated herein (the “Subcontractor Fee”). The Subcontractor Fee shall be subject to annual adjustments to reflect any changes made to OP’s approved budget as a result of the annual review, reconciliation and approval process contained in Section 3 of the City Contract.

3. Financial Reports; Substantiation. Each invoice submitted under Section 2 must be accompanied by a financial summary of all City Contract funds designated, encumbered, and/or spent by Subcontractor during the preceding quarterly period. The financial summary must also include a summary of completed work and progress report regarding delivery of the Services. Subcontractor shall maintain documentation substantiating charges for each invoice submitted under Section 2 above and all expenses incurred in performing the Services for at least three (3) years following receipt of the final payment by OP. Such documentation shall include, without limitation, receipts, purchase orders, bank statements, payroll records and/or statements of expenditures. OP may request such supporting documentation at any time, which Subcontractor must provide within ten (10) business days. All financial records will be subject to the audit requirements contained in Section 8 of the City Contract.

4. Subcontractor Performing Work Pursuant to Existing Contract.

A. *City Contract Subcontractor Provisions.* Subcontractor acknowledges that it is a subcontractor as described in the City Contract and that it shall fully comply with all requirements applicable to subcontractors under the City Contract, including without limitation, the following sections: Section 6 (Ownership of Results), Section 12 (Subcontracts), Section 13 (Prevailing Wage; Public Work Contractor Requirements), Section 14 (Title of Property), Section

15 (Insurance), Section 16 (Indemnification), Section 18 (Prompt Payment Ordinance); Section 19 (Arizona and Arizona-Based Businesses), Section 24 (Conflict of Interest), Section 25 (Non-Discrimination/Equal Employment Practices), Section 27 (Living Wage Ordinance), Section 28 (Minimum Wage Ordinance), Section 32 (Political Prohibition), Section 33 (Religious Prohibition), and Section 34 (Business Tax Certificate).

B. *Living Wage Ordinance and Minimum Wage Law.* Subcontractor acknowledges and agrees that it must comply with the Oakland Living Wage Ordinance, Title 2, Chapter 2.28 of the Oakland Municipal Code (the “Living Wage Ordinance”) and to Oakland’s Minimum Wage Law, Chapter 5.92 of the Oakland Municipal Code (the “Minimum Wage Law”), while providing the Services under this Agreement. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to Subcontractor’s employees, if any. The Minimum Wage Law requires that employees must be paid the City’s current Minimum Wage rate. Subcontractor agrees that for the duration of the Term, Subcontractor will pay any employees wages and provide benefits consistent with the Minimum Wage law or Living Wage Ordinance, whichever are greater. If Subcontractor pays employees in accordance with the Living Wage Ordinance, Subcontractor agrees to submit a completed Declaration of Compliance substantially in the form of Schedule N of the City Contract, which is attached hereto as Attachment III, and, to provide employees who perform services under or related to this Agreement, if any, with the benefits described in Subparagraphs (a)-(h) of Section 27 of the City Contract. If Subcontractor pays any employees in accordance with the Minimum Wage Law, Subcontractor must pay such employees the City’s current Minimum Wage rate and otherwise comply with the requirements described in Section 28 of the City Contract, including providing OP with an attestation regarding compliance.

C. *Insurance.* During the Term, Subcontractor shall maintain insurance coverage in compliance with Schedule Q of the City Contract, attached hereto as Attachment IV, substituting “Subcontractor” for all references to “Contractor.” Subcontractor also shall add the City and OP as additional insureds under Subcontractor’s Commercial General Liability Policy. Subcontractor must submit proof of such insurance, which shall be attached hereto and incorporated herein.

5. Payment Subject to City Contract. Any other provision of this Agreement or in the attachments to this Agreement notwithstanding, OP may delay payment to Subcontractor until OP receives payment from the City of the corresponding amount budgeted towards that portion of the Subcontractor Fee. If pursuant to Sections 3(F) or 23 of the City Contract or for any other reason, the City either does not pay or reduces the amount of payment to OP under the City Contract, then to the extent permissible under California law OP in its sole discretion may reduce its payments to Subcontractor commensurate with the reduction in funding that OP receives from the City. In addition, if the City either does not pay OP in a timely manner or reduces the amount of payment to OP under the City Contract, OP shall promptly notify Subcontractor of any payment delay or non-payment by the City (“Payment Change”) and may request that Subcontractor discontinue providing the Services until further notice from OP (a “Discontinuance Notice”). Upon receiving a Discontinuance Notice, Subcontractor shall discontinue providing the Services as soon as is reasonably practicable, but in no event more than thirty (30) days following the date of the Discontinuance Notice. OP shall have no obligation to pay for any Services rendered by Subcontractor more than thirty (30) days after the date of a Discontinuance Notice, unless and until

OP requests after the Discontinuance Notice that Subcontractor resume providing the Services. With regard to above language in paragraph 5, in the case of any delay or non-payment by the City that causes delayed payments or non-payments to Subcontractor, when delayed payments are later received by OP from the City, OP will promptly provide any unpaid portion of the Subcontractor Fee for Services performed prior to the date of the Discontinuance Notice to Subcontractor.

In the event of a Payment Change, regardless of whether OP provides a Discontinuance Notice:

- i. OP and Subcontractor may agree to reduce the scope of the Services commensurate with any reduction in funding,
- ii. OP, in its sole discretion, may reduce its payments to Subcontractor for any future Services provided by Subcontractor commensurate with the reduction in funding that OP receives from the City, and OP shall have no obligation to pay for any Services beyond this reduction,
- iii. Subcontractor and OP may agree either to terminate this Agreement without any further obligation by Subcontractor to perform any provision of this Agreement, and without any further obligation by OP to make any payments to Subcontractor.

Additionally, any amounts already paid to Subcontractor which are later required to be refunded to City by OP under Section 3(E) of the City Contract for ineligible expenditures made by Subcontractor shall be repaid in full to OP by Subcontractor and may be subtracted from future payment of fees to Subcontractor under Section 2 of this Agreement.

6. Effective Date; Term. This Agreement shall be effective as of the date first above written and end on June 30, 2026 (the "Initial Term"), unless renewed as described in this Section 6 or terminated pursuant to Section 8 below. At the expiration of the Initial Term, this Agreement may be renewed by mutual agreement of the Parties for additional successive periods of one (1) year (each an "Optional Renewal Period"). In the event OP wishes to exercise an Optional Renewal Period, it will provide Subcontractor with written notice of its intent to renew at least thirty (30) days prior to the end of the then-current term. The parties will renew the term by executing a written amendment of this Agreement. OP is not required to provide any notice of non-renewal. As used in this Agreement, "Term" shall include the Initial Term and any Optional Renewal Period. The Subcontractor Fee for any Optional Renewal Period shall be subject to change as agreed upon by the Parties prior to the commencement of the applicable Optional Renewal Period and subject to OP's annual budgeting process with the City.

7. Nature of Engagement.

A. Subcontractor is accountable to OP for the completion of the Services. OP shall not have the right to direct or control the means, manner, or details by which Subcontractor accomplishes those results, nor will OP instruct Subcontractor as to when, where, or how Subcontractor is to work, or the order of tasks to be performed.

B. It is expected that Subcontractor will furnish its own transportation equipment, and instrumentalities of every kind required for the prompt and efficient execution of

the work described above. Beyond the fees set forth above, OP will pay Subcontractor no additional compensation or benefits in any other form.

C. Subcontractor may request that OP procure supplies necessary to accomplish its work, but shall have no power to incur any debts or other obligations on behalf of OP, and shall have no right to reimbursement for any expenses paid or incurred by Subcontractor unless otherwise agreed in writing.

D. Except as specifically authorized under this Agreement, Subcontractor is not an agent of OP and has no authority to enter into any contract nor to incur any liability on behalf of OP. This Agreement does not create a partnership between the Parties.

E. The Services as provided in this Agreement shall not include any grassroots or direct lobbying, intervention in any political campaign on behalf of or in opposition to any candidate for public office, funding of union activity, inducing or encouraging violations of law or public policy, nor causing any improper private benefit to occur.

8. Termination.

A. Either party may terminate this Agreement prior to the end of the Term, if the other party breaches this Agreement (including incorporated provisions of the City Contract), is unwilling or unable to perform the Services, or engages in gross negligence or willful misconduct. The party initiating termination will provide written notice to the other party of such failure or breach and its intent to terminate this Agreement. This Agreement will terminate thirty (30) days after the party initiating termination provides such notice, if the failure or breach has not been fully remedied during the thirty (30) day period following the notice to the satisfaction of OP.

B. Either Party may terminate this Agreement at any time with sixty (60) days' written notice to the other Party, without cause.

C. Upon the effective date of termination, Subcontractor shall immediately (i) discontinue providing the Services, and (ii) return to OP all materials provided by OP to Subcontractor to facilitate provision of the Services and deliver all work in progress produced prior to termination. Upon providing or receiving any notice of termination, OP shall compensate Subcontractor for Services rendered by Subcontractor prior to the effective date of termination for which Subcontractor has not previously been compensated.

9. Indemnification.

A. Notwithstanding any other provision of this Agreement, Subcontractor shall indemnify and hold harmless OP and the City, the City's Councilmembers, and each of their respective officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:

- i. Breach of Subcontractor's obligations, representations or warranties under this Agreement;
- ii. Act or failure to act in the course of performance by Subcontractor under this Agreement;
- iii. Negligent or willful acts or omissions in the course of performance by Subcontractor under this Agreement;
- iv. Claim for personal injury (including death) or property damage caused by any negligent act, error or omission of Subcontractor or for which Subcontractor is subject to strict liability under applicable law;
- v. Unauthorized use or disclosure by Subcontractor of confidential information as provided in this Agreement or the Proprietary or Confidential Information of the City Section 5 of the City Contract; and
- vi. Claim of infringement or alleged violation by Subcontractor of any United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.

B. For purposes of the preceding Subsections (i) through (vi), the term "Subcontractor" includes Subcontractor, and any officers, directors, employees, representatives, agents, servants, sub-consultants or subcontractors of Subcontractor.

C. Subcontractor acknowledges and agrees that it has an obligation to indemnify Indemnitees from any action or claim which potentially falls within this indemnification provision, which obligation shall arise at the time any action or claim is tendered to Subcontractor by OP. Notwithstanding anything to the contrary contained herein, Subcontractor's liability under this Agreement shall not apply to any action or claim arising from the negligence, active negligence or willful misconduct of an Indemnitee.

D. All of Subcontractor's obligations under this Section are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.

E. Subcontractor's indemnification obligations set forth above shall not be limited by any insurance requirements of either OP or the City contained in this Agreement or the City Contract

F. To the furthest extent permitted by California law, OP shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, 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 OP's performance of this Agreement, but only in proportion to and to the extent such claims or losses for injury, damage, or death are caused by or directly result from the grossly negligent or intentional acts or omissions of OP, its officers, employees, or agents.

10. Proprietary Rights; Ownership of Copyrights; Credit. Any work created specifically for OP or the City pursuant to this Agreement is prepared for the use of OP and the City, is confidential and proprietary, and shall belong exclusively to OP. To the extent that Subcontractor creates written materials or other fixed and tangible forms of expression in the course of performing Services for OP under this Agreement, Subcontractor hereby assigns any copyright in those works to OP. However, any works, tools, templates, research, or other materials created by Subcontractor solely for its own internal use, independent of OP's project needs, shall remain the property of Subcontractor. Academic research, educational programs or services made possible by the use of results of these Services will make reference to the contribution of the City and OP in making the project possible.

11. Independent Contractor Status.

A. Subcontractor states and affirms that it is acting as a free agent and independent contractor, holding itself out to the general public in that capacity, and that Subcontractor maintains an office and principal place of business at the address provided below, and that this Agreement is not exclusive. OP possesses no right hereunder to discourage or inhibit Subcontractor's rights to enter into any other contracts as Subcontractor sees fit. Nothing in this Agreement shall be deemed to restrict or prohibit Subcontractor from providing to others services the same as or similar to the Services.

B. Subcontractor understands that, as an independent contractor, it has no right to look to OP for workers' compensation, unemployment, disability, health, or retirement benefits, or for any other benefits provided to employees under federal, state, or local laws, and that no withholding from Subcontractor's fees will be taken for these benefits, or for federal or state income taxes, or for social security taxes. Subcontractor is responsible for maintaining such business insurance (*e.g.*, general liability, workers' compensation) or personal insurance (*e.g.*, medical) as it may desire or be required by law to maintain. Subcontractor is fully responsible for the reporting and payment of its own federal and state income taxes on all fees received under this Agreement. At the option of OP, Subcontractor may be required to execute an IRS form or other document evidencing compliance with its tax obligations related to this Agreement.

12. Representations and Warranties.

A. Subcontractor represents that it has the qualifications and ability to perform the Services provided under this Agreement in a professional manner, without the control or supervision of OP. Failure to perform the Services in a professional manner and with the degree of skill and judgment normally exercised by recognized professionals performing the same or substantially similar services shall constitute a material breach of this Agreement.

B. Subcontractor agrees that in the event of any breach of the foregoing warranty, as determined by OP in its reasonable discretion, the Subcontractor shall first, re-perform the non-conforming Services to conform to this standard if it reasonable and practical to do so, as determined by Subcontractor in its reasonable discretion. If not reasonable and practical to reperform the non-conforming Services, Subcontractor shall refund to OP that portion of the Subcontractor Fee amounts received by the Subcontractor attributable to the non-conforming Services. In the event that either Party disagrees with the determination made by the other Party

under this paragraph (b), then the contesting Party may use the arbitration procedures provided in Section 18 of this Agreement to challenge such determination.

C. Subcontractor represents and warrants to OP that it has complied and will continue to comply with all federal, state, and local laws regarding business permits, regulatory filings, and licenses that may be required to carry out the work to be performed under this Agreement. Subcontractor represents and warrants that it holds a current valid Oakland Business Tax Certificate and will maintain such Certificate throughout the Term. Subcontractor will promptly advise OP of any change in the applicable laws, regulations, or other conditions that may affect Subcontractor's provision of the Services.

D. Subcontractor may, at Subcontractor's own expense, employ and supervise such assistants, helpers, agents, or subcontractors as Subcontractor deems necessary to perform the Services. OP may not control, direct, or supervise Subcontractor's employees or subcontractors, if any, in the performance of the Services. Subcontractor agrees to provide workers' compensation insurance to cover any such employees of Subcontractor and agrees to hold harmless and indemnify OP for any and all claims arising out of any injury, disability, or death of any of Subcontractor's employees. Subcontractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement, if any, a provision obligating each subcontractor to abide by the terms and conditions of this Agreement, including without limitation all applicable provisions of the City Contract incorporated into this Agreement, and shall obtain a written agreement to that effect signed by each subcontractor.

E. Except as specifically agreed by OP in writing in advance, Subcontractor shall be exclusively liable for all costs incurred by Subcontractor in performing the Services. Subcontractor is entitled to retain any and all profit it earns from the Services it provides pursuant to this Agreement and shall bear at its own expense any and all losses incurred by Subcontractor in completing the Services.

F. Subcontractor agrees to be bound by the prohibitions against conflicts of interest contained in the City Contract (see Section 24 of the City Contract). Subcontractor hereby represents and warrants that, to Subcontractor's knowledge, there are no current circumstances that may qualify as a conflict of interest as described in the City Contract. Subcontractor will promptly disclose to OP in writing any information it may receive concerning any such potential conflict of interest in the future.

13. Confidentiality.

A. Subcontractor shall keep confidential any and all of OP's confidential, proprietary, or trade secret information to which Subcontractor has access during the Term of this Agreement. The provisions of this paragraph and the Parties' obligations hereunder shall survive any expiration, termination, or rescission of this Agreement.

B. As required by the City Contract, Subcontractor and its staff, if any, shall maintain the confidentiality of all records and information owned or controlled by the City, or collected on behalf of the City, including personal identifying data, and shall take all reasonable

technical and organizational measures necessary to protect the information technology systems and data used in connection with performance of the Services.

C. OP understands that OUSD student data is confidential. OP or its employees may only access or receive identifiable student data, other than directory information, in connection with this Agreement, and only after OP and OUSD execute the OUSD Data Sharing Agreement, in the form attached hereto as Attachment V (the “Data Sharing Agreement”). . Notwithstanding Paragraph 9 (Indemnification), should OP or its employees access or receive identifiable student data, other than directory information, without first executing such an agreement, OP shall be solely liable for any and all claims or losses resulting from its access or receipt of such data, but only in proportion to and to the extent such claims or losses result from the negligent or intentional acts or omissions of OP. All confidentiality requirements regarding OUSD student data, including those set forth in the separate Data Sharing Agreement, extend beyond the termination of this Agreement.

14. Waivers. The failure of either Party to exercise any of their rights under this Agreement shall not be deemed to be a waiver of such rights.

15. No Assignment. This Agreement shall not be assignable by either Party without the prior written consent of the other; provided that, subject to Section 12(d), Subcontractor may subcontract with third parties to perform its obligations under this Agreement.

16. Notice. All notices, requests, waivers, approvals, consents, demands and other communications hereunder shall be in writing and shall be deemed duly given when delivered personally, or three days after being deposited with the United States Postal Service, or one day after being deposited for delivery with a nationally recognized overnight delivery service, with all charges, fees and first-class postage prepaid, properly addressed, as follows:

If to OP, at:

Oakland Promise
484 9th Street
Oakland, California 94607
ATTN: Sandra Ernst
sandra@oaklandpromise.org

If to Subcontractor, at:

Oakland Unified School District
1011 Union Street, Suite 912
Oakland, California 94607
ATTN: Vanessa Sifuentes
vanessa.sifuentes@ousd.org

17. Arbitration. The Parties agree that, with respect to all controversies, claims, disputes or counterclaims arising out of or relating to this Agreement or any resulting transaction, whether it involves a disagreement about the meaning, interpretation, application, or validity of this agreement, and whether based on statute, tort, contract, common law, or otherwise

(“Dispute”), if a Dispute cannot be settled through negotiation, such Dispute may be submitted to an arbitrator in accordance with the commercial rules relating thereto of the American Arbitration Association then in effect. Before commencing any such arbitration, the Parties agree to enter into negotiations to resolve the Dispute. If the Parties are unable to resolve the Dispute by good faith negotiation, either party may refer the matter to arbitration. The arbitration shall take place in the County of Alameda, State of California. Any costs or other expenses, including reasonable attorney’s fees and costs incurred by the successful party, arising out of or occurring because of the arbitration, shall be assessed against the unsuccessful Party.

18. Governing Law. This Agreement and all claims arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of California.

19. Entire Agreement; Amendments. This Agreement, any exhibits or attachments to this Agreement, and those portions of the City Contract applicable to subcontractors shall supersede any prior oral or written understandings or communications between the Parties and constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both Parties hereto.

20. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

21. Counterparts. This Agreement may be executed in any number of counterpart copies, all of which shall constitute one and the same agreement.

22. Binding Effect. Upon execution and delivery of this Agreement by Subcontractor, this Agreement will constitute the legal, valid, and binding obligations of Subcontractor, enforceable in accordance with its terms.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

OAKLAND PROMISE:

DocuSigned by:

AFB23474FF8D480...
Sandra Ernst
Chief Executive Officer

11/13/2025
Date

OAKLAND UNIFIED SCHOOL DISTRICT:

DocuSigned by:

1A47486DC7CE4AE...
Vanessa Sifuentes
High School Network Superintendent

11/13/2025
Date

Approved as to Form by OUSD Legal


Shalini Anadkat 11/10/2025

ATTACHMENT I

Description of the Services

(Attached here.)



OAKLAND CHILDREN'S INITIATIVE FY 2025-26 SCOPE OF WORK TEMPLATE

Please fill out this document to provide us with a clear description of the services and activities you will provide with Oakland Children's Initiative funding in FY2025-26. Specifying the numbers of clients and the

I. Basic Information

Organization:

Current Annual Organizational Budget (FY26 or 2025-26):

Organization's Mission (maximum of 1-2 sentences):

Please summarize the programs/services you will provide with this funding (maximum of 150 words):

Total number of students you plan to serve with this funding:	500
Total number of adults you plan to serve with this funding:	0

II. List each program or service you will provide, the OCI RFP strategies your program or service are aligned to, and include activities, locations, and cadence.

Program/Service #1:	Direct Services for College Access with Seniors	OCI RFP Strategy(ies) Addressed:	Strategy 3
OCI Goal(s) Addressed (e.g., Goal 1, Goal 2, Goal 3):	Goals 1, 4, 5 and 6		EOPN
Total Number of Students Served in Program/Service #1:	300	Start Date: July 1, 2025	Yes or No? No
Total Number of Adults Served in Program/Service #1:	0	End Date: June 30, 2026	
Describe the activities included in this program/service:	School or Program Location (Name and Address):	Cadence (Frequency & Duration) (e.g., M, W, and Th, 1 hour each session):	
Support for High School Seniors CTSs will serve as the primary postsecondary support provider for 300 high school seniors. Program benchmarks include: - Postsecondary Enrollment: At least 70% of CTS-supported 12th graders will enroll in a postsecondary program, with an emphasis on community college, pre-apprenticeships, and job training programs. -Financial Aid Completion: At least 70% of eligible seniors will submit a financial aid application (FAFSA/CADAA). (Note: Some Newcomer students are not yet AB540 eligible and may be ineligible for state financial aid.) Support for Recent Graduates (13th-Year Students) CTSs will also support 200 recent graduates as they transition to college and workforce programs. The program tracks engagement with mentorship, persistence, and milestone completion. Community College Benchmarks. At least 70% of CTS-supported students enrolled in community college will: - Complete college orientation, including schedule review, CANVAS system overview, and financial aid verification (if eligible) - Meet with a college counselor and complete a student education plan - Enroll in second-semester coursework within their first semester -Renew financial aid for the following school year, including FAFSA/CADAA and scholarship applications. 12th-Grade Metrics CTSs will monitor and track the number of seniors who: - Develop a postsecondary education plan -Complete at least one postsecondary application and/or financial aid application (FAFSA/CADAA) -Matriculate into a two-year college -Enroll in a pre-apprenticeship or pre-employment program Continuous Improvement through Data Analysis CTSs will use these findings to adjust strategies through cycles of	OUSD High School Linked Learning based at 1011 Union Street, Suite 912 Oakland CA 94607. CTS teams will be in service to students at Castlemont, Skyline and Oakland High.	Monday through Friday, 9 am - 3 pm. (Will be in service to students on certain evenings (Cash for College) and holidays (Turkey Crunch))	

Program/Service #2:	Direct Services for Postsecondary Matriculation and Persistence	OCI RFP Strategy(ies) Addressed:	Strategy 4
OCI Goal(s) Addressed (e.g., Goal 1, Goal 2, Goal 3):	Goals 6 and 7		EOPN
Total Number of Students Served in Program/Service #2:	200	Start Date: July 1, 2025	Yes or No? No
Total Number of Adults Served in Program/Service #2:	0	End Date: June 30, 2026	
Describe the activities included in this program/service:	School or Program Location (Name and Address):	Cadence (Frequency & Duration) (e.g., M, W, and Th, 1 hour each session):	

<p>Workforce/Trades/CTE Program Benchmarks</p> <p>At least 70% of CTS-supported students pursuing career and technical education (CTE), pre-apprenticeships, or workforce training programs will demonstrate:</p> <ul style="list-style-type: none"> - Financial Independence: Opening both a checking and savings account and creating a personalized budget and savings plan - Career Readiness: Completing a professional resume and cover letter - Professional Growth: Earning at least one industry certification - Personal Growth: Enrolling in and completing a workforce training program and obtaining a driver's license or other government-issued identification <p>By ensuring students meet these benchmarks, the CTS program strengthens economic mobility, postsecondary success, and workforce readiness for OUSD students.</p> <p>13th-Year Metrics</p> <p>CTSs will also analyze data on community college and workforce/trades/CTE milestones to measure student progress. Key metrics include:</p> <p>Community College Benchmarks</p> <ul style="list-style-type: none"> - Completion of college orientation, including class schedule review, CANVAS system navigation, and financial aid verification -Number of meetings between students and college counselors, along with the completion of a student education plan - Enrollment in second-semester coursework within the first year after high school graduation - Completion of financial aid renewal for the subsequent school year, including FAFSA/CADAA and scholarship applications 	<p>OUSD High School Linked Learning based at 1011 Union Street, Suite 912 Oakland CA 94607. CTS teams will be in service to students at Castlemont, Skyline and Oakland High.</p>	<p>Monday through Friday, 9 am - 3 pm. (Will be in service to students on certain evenings (Cash for College) and holidays (Turkey Crunch))</p>
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Program/Service #3: Direct Services for College Access with Seniors		OCI RFP Strategy(ies) Addressed:		Strategy 3	
OCI Goal(s) Addressed (e.g., Goal 1, Goal 2, Goal 3):		Goals 1, 4, 5 and 6		EOPN	
Total Number of Students Served in Program/Service #3:		600	Start Date:	July 1, 2025	Yes or No?
Total Number of Adults Served in Program/Service #3:			End Date:	June 30, 2026	No
Describe the activities included in this program/service:		School or Program Location (Name and Address):		Cadence (Frequency & Duration) (e.g., M, W, and Th, 1 hour each session):	
<p>- CTS will work with College Career Readiness Specialists (CCRS), school counselors and other post secondary access providers to support registering and bringing students to OUSD college fairs, such as HBCU Caravan and College Night</p>		<p>OUSD High School Linked Learning based at 1011 Union Street, Suite 912 Oakland CA 94607. CTS teams will be in service to students at Castlemont, Skyline and Oakland High.</p>		<p>OUSD will host three college fairs in School Year 2025-2026. October 4, 2025: OUSD --> CSU College Day. October 15, 2025: OUSD College Night. February, 2026 (Final date TBD): HBCU Caravan</p>	

Program/Service #4:		OCI RFP Strategy(ies) Addressed:			
OCI Goal(s) Addressed (e.g., Goal 1, Goal 2, Goal 3):				EOPN	
Total Number of Students Served in Program/Service #4:			Start Date:		Yes or No?
Total Number of Adults Served in Program/Service #4:			End Date:		
Describe the activities included in this program/service:		School or Program Location (Name and Address):		Cadence (Frequency & Duration) (e.g., M, W, and Th, 1 hour each session):	

Insert additional program/service areas by adding new rows as needed.

ATTACHMENT II

Subcontractor Fee

In consideration for the Services, OP agrees to pay the amounts invoiced by Subcontractor at rates previously approved by OP for work performed in accordance with Attachment I, Description of Services, with such amounts not to exceed \$385,000 in the aggregate for all Services provided by Subcontractor during the Term (the "Subcontractor Fee"). Installments of the Subcontractor Fee shall be paid quarterly throughout the Term after Subcontractor submits an invoice to OP for services rendered during the previous calendar quarter, itemizing dates, hours, expenses and a brief description of the Services rendered. Amounts due for the Services described on an invoice shall be due and payable within thirty (30) days after receipt by OP of the applicable invoice, provided the Services rendered were acceptable to OP and the applicable invoice was received by OP within seven (7) calendar days following the end of the calendar quarter during which the Services were performed (the "Invoice Period"). If Subcontractor fails to submit an invoice prior to the end of the Invoice Period, OP may delay payment of the invoice until thirty (30) days after the end of the Invoice Period for the calendar month in which OP receives the invoice. Subcontractor acknowledges and agrees that installments of the Subcontractor Fee will be paid by OP only for that portion of the Services rendered prior to the submission of each invoice, and no payment will be made on a prospective basis. Notwithstanding any other provision of this Agreement, OP shall not be liable for amounts invoiced in excess of the Subcontractor Fee within the Term.

ATTACHMENT III

Declaration of Compliance – Schedule N to City Contract

(Attached.)



Combined Contract Schedules

Project Name & Number: Oakland Promise Oakland Children's Initiative
 Business Name: Oakland Unified School District Phone: 510-325-5534 Email: vanessa.sifuentes@ousd.org
 Address 1011 Union Street City Oakland State CA Zip 94607
 Federal Taxpayer ID Number: 94-6000385 City of Oakland Business License Number: _____

Schedule B-1 - (Declaration of Compliance with the Arizona Resolution 82727)

I declare under penalty of perjury that my company is **NOT** headquartered in Arizona. OR
 I declare under penalty of perjury that my company **is** headquartered in Arizona and my proposal/bid should be considered because _____

Schedule C-1 – (Declaration of Compliance with the Americans with Disabilities Act)

I declare under penalty of perjury that my company will comply with the City of Oakland **Americans with Disabilities Act** obligations.

Schedule D – (Ownership, Ethnicity, and Gender) *Please be advised that ethnicity and gender information will be used for reporting and tracking purposes ONLY.*

Part I - Ownership & Ethnicity of Prime: (Please check one and explain below)

Self Employed, Name of Owner _____ Corporation, State of Incorporation _____
 Partnership, General or Limited Names of Partners _____
 XJoint Venture, Names of Participants _____ Work will be led by HSN in OUSD with three HS: Castlemont, Oakland High, Skyline

Ownership Interests
All owners must be listed in this information

Ethnicity	African American	American Indian/ Alaskan Native	Asian /Pacific Islander	Caucasian	Filipino	Hispanic	Other
Number of Owners						1	
% Of Total Ownership						100	
Women						1	
Joint Venture Ownership							

Part II - Certifications DBE, MBE, SLEB, L/SLBE, etc.: Please list certification type, certification number, and expiration date. Please attach a copy of the certification letter if available. _____

Part III - Ethnicity and Gender of Employees:

Employment Category	Total Employees	Oakland Residents	Male						Female					
			African American	Native American / Native Alaskan	Asian / Pacific Islander	Caucasian	Hispanic	Other	African American	Native American / Native Alaskan	Asian / Pacific Islander	Caucasian	Hispanic	Other
Project Management													x	
Professional														
Technical														
Clerical														
Trades														

Schedule K – (Pending Dispute Disclosure)

1. Are you or your firm involved in a pending dispute or claim Against the City of Oakland or its Agency? Yes No
2. If “Yes”, please list existing and pending lawsuit(s) and claim(s) with the title, contract date, brief description of the issues, officials or staff persons involved in the matter and the City department/division administering the contract. Contract Title and Number: _____
 Date: _____ Official(s), Staff person(s) involved: _____ Administering Department/Division: _____
 Issues: _____ (check) _____ Additional Disputes listed on Attachment

Schedule M – (Independent Contractor Questionnaire) – PART A: TO BE COMPLETED BY PROPOSED CONTRACTOR

Please answer questions “yes” or “no” whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet.

The word contract refers to the agreement the City is contemplating entering into with you. If you are a corporation, in addition to completing this form, please attach a California Secretary of State business registration record (from the website) showing “active” status and return with this questionnaire.

	Yes	No
1. Have you performed services for the City prior to today? If yes, please indicate the time period and the nature of the services.		x
2. Have you received any training, guidance, or direction from the City regarding the particular method or manner by which the work will be performed? If yes, please describe what you are expecting (or have received) in the way of training or direction.	x	

	Yes	No
3. Will your services under the contract be performed on City property? If no, please describe where the services are to be performed. Schools		x
4. Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract.	x	
5. Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services. M-F 8-5 pm and some weekends	x	
6. In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies. Office space, desks, technology (wi-fi, laptops, paper/ink, other office supplies	x	
7. If your response to No. 7 is yes, has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		x
8. Other than the above-referenced supplies and equipment, do you anticipate incurring any unreimbursable out-of-pocket expenses in the performance of the contract with the City? If yes, please describe.		x
9. Do you have federal and state employer identification numbers? If so, please provide these numbers		x
10. Within the past two years have you regularly performed the same type of services (as called for in the contract) for any client(s) or customer(s) other than the City? If yes, please identify the client(s) or customer(s) and briefly describe the services performed. College and Postsecondary access work to increase college matriculation rates and work experience	x	
11. Do you currently have any client(s) or customer(s) other than the City for whom you are performing or will perform services during the duration of the contract? If yes, please identify client(s) or customer(s) by name and briefly describe the nature of services performed. Students	x	
12. If you are self-employed, in the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy.		
13. If you are self-employed, do you have your own employees to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you.)		
14. If you are self-employed, within the past two years have you been an employee of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed.		
15. Do you maintain a business location or office, which may include your residence? Just OUSD Central Office spaces and schools		x
16. With regard to the following, please indicate whether you have:		
a. an existing business letterhead?	x	
b. an existing business phone number other than your home number?	x	
c. filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication.		x
d. done public advertising for your business?		x
17. If you have answered parts or all of No. 16 with "Yes," are the services represented in your answers the same type of services you will be performing for the City?		x

Section B. Compliance

- (1) Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? Yes No
- (2) Does your company provide or offer access to any benefits to employees with domestic partners? Yes No

Section C. Benefits - PLEASE CHECK EACH BENEFIT THAT APPLIES

Benefits	Offered to Employees only	Offered to Employees and their spouses	Offered to Employees and their Domestic Partners	Not Offered at all	Documentation attached
Health		x			
Dental		x			
Vision			x		
Retirement (Pension, 401K, etc)	x				
Bereavement	x				
Family Leave		x			
Parental Leave	x				
Employee Assistance Program	x				
Relocation & Travel				x	
Company Discount, Facilities & Events	x				
Credit Union				x	
Child Care				x	
Other					

(2) Domestic Partner is defined as a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry

Schedule P – (Nuclear Free Zone - Ordinance 11478 C.M.S.)

- I declare under penalty of perjury that I have read Ordinance 11478 C.M.S. titled “An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers”, as provided on the City’s website, see “footnote” below I certify that my firm conforms with the conditions as defined in Ordinance 11478 C.M.S.
- I declare that my company is **NOT** in compliance with Ordinance 11478 C.M.S., but my proposal/bid should be considered because
-

Schedule U – (Compliance Commitment Agreement)

- I have read the City of Oakland’s Local/Small Local Business Enterprise Program (L/SLBE) and declare that **I will achieve the 50% L/SLBE participation requirement as described in the L/SLBE program including 50% of the total trucking dollars to certified Oakland Local Truckers.** If I fail to satisfy the proposed 50% L/SLBE participation requirement, I may be assessed a

penalty equal to 1 and ½ times the shortfall. *The L/SLBE Program is not applicable to Caltrans Federal Highway Administration (FHWA) funded DBE projects.*

As prime contractor for this project, I agree to use the City of Oakland’s Labor Compliance Program tracker (LCP Tracker) to input ALL certified payroll reports including all tiers of subcontractors for this project. I acknowledge that invoice payments will not be released until and unless all certified payrolls are current. I agree to submit with the final payment request a completed “Exit Report and Affidavit form” located on the City’s website (see the link below).

Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action)

I certify that the following entities: Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH), or the Office of Federal Contract Compliance Programs (OFCCP) have not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action, and the status or outcome of such action. **Initial: VT**

Oakland’s Minimum Wage Law – (Resolution 85423 C.M.S. - Oakland Municipal Code Section 5.92, et seq.) I certify that I have read Oakland’s minimum wage law and I am in full compliance with all its provisions. **Initial: VT**

Affirmative Action - I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS-related complex, or any other arbitrary basis and shall ensure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are a disabled veteran of the Vietnam era and shall ensure compliance with all provisions of 41CFR60-250.4 where applicable. **Initial: VT**

By signing and submitting this combined schedules form the prospective primary participant’s authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document. I declare under penalty of perjury that the foregoing is true and correct.

Print Name: Vinh Trinh **Title:** HSN Manager, CSS and MST
Signature: Vinh Trinh **Date:** 9.1.25

PLEASE NOTE: Detailed descriptions of all policies represented in this combined form may be found at Contracts and Compliance website “Policies and Legislation” address <https://www.oaklandca.gov/documents/contracting-policies-and-legislation> For an electronic copy of this combined form and copies of standalone contract Schedules R, E, E2, I, O, Q,W, Exit Affidavit, and Schedule G please go to this web address <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>. **This form must be dated within 30 days of the contract award.**

ATTACHMENT IV

Insurance Requirements – Schedule Q to City Contact

(Attached.)

ADMINISTRATOR: Keenan & Associates
 1111 Broadway, Suite 2000
 Oakland, CA 94607
 LICENSE # 0451271
 510-986-6750

COVERED PARTY:
 Oakland Unified School District
 1011 Union Street
 Oakland CA 94607

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:
 ENTITY A: Northern California ReLiEF
 ENTITY B:
 ENTITY C:
 ENTITY D:
 ENTITY E:

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input checked="" type="checkbox"/> SEXUAL ABUSE AND MOLESTATION <input type="checkbox"/>	NCR 01711-17	7/1/2025 7/1/2026	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 01711-17	7/1/2025 7/1/2026	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01711-17	7/1/2025 7/1/2026	\$ 250,000	\$ 500,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-17	7/1/2025 7/1/2026	\$ 250,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:
 Agreement between Oakland Unified School District and Oakland Promise for the three high schools (Castlemont, Oakland HS, and Skyline HS) to give career advising to seniors and 13th year students from July 1, 2025, through June 30, 2026.

CERTIFICATE HOLDER:
 Oakland Promise
 Attn: Sandra Ernst
 484 9th Street
 Oakland CA 94607

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS


 John Stephens
 AUTHORIZED REPRESENTATIVE

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

ATTACHMENT V

OUSD Data Sharing Agreement

(Attached.)

Board Office Use: Legislative File Info.	
File ID Number	24-1238
Introduction Date	5/22/24
Enactment Number	24-1033
Enactment Date	5/22/2024 CJH



**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
Vanessa Sifuentes, High School Network Superintendent
Vinh Trinh, Manager, Master Scheduling and Comprehensive Student Supports

Meeting Date May 22, 2024

Subject Amendment No. 2 to Data Sharing Agreement 2020-2021 Oakland Promise and High School Linked Learning Office, OUSD

Ask of the Board Approve Amendment
 Ratify Amendment

Description of the Changes There will be no changes to the term of the approved Data Sharing Agreement from January 28, 2021 through October 31, 2026, at no cost to the District.

There will be changes in the service in which “Other” Data is requested: Access to historical data, such as student records from 2015-2016, with the same fields and data points.

The Oakland Promise and its subcontractors will create survey and focus group questions to collect information for OP Program evaluation for Brilliant Baby (BB), Kindergarten to College (K2C), College Access (CA) and College Completion (CC). Survey questions, focus group questions and parent permission forms will be submitted by the OP to OUSD RAD and OUSD Legal for review and approval.

Fiscal Impact The not-to-exceed amount in the agreement is unchanged. There is no cost to the District.

Attachment(s)

- Amendment No. 2 – Data Sharing Agreement
- Amendment No 1 – File #23-1485, approved on 6/28/23
- Data Sharing Agreement – File #21-0049, approved on 1/27/21

AMENDMENT NO. 2
to
File ID Number: 23-1485 (Attached)

("Original Agreement")

This Second Amendment ("AMENDMENT") amends the attached Original Agreement, inclusive of any prior amendments to the Original Agreement (together, "AGREEMENT") between Oakland Unified School District ("OUSD") and Oakland Promise ("RECIPIENT"). Except as explicitly stated herein, all provisions and terms of the Agreement remain unchanged and in full force and effect as originally stated.

1. The PARTIES hereby agree to amend the AGREEMENT as stated herein.

A. Services.

The SERVICES are unchanged.

The SERVICES have changed as indicated below:

A description of the changes in the SERVICES is attached.

The changes in the SERVICES involve the following: _____

1. "Other" Data Requested: Access to historical data, such as student records from 2015-2016, with same fields and data points.

2. Oakland Promise and its subcontractors will create survey and focus group questions to collect information for OP program evaluation for:

- Brilliant Baby (BB), Kindergarten to College (K2C), College Access (CA), and College Completion (CC)
- Survey questions, focus group questions and parent permission forms will be submitted by OP to RAD and Legal for review and approval.

B. Term.

The term of the AGREEMENT is unchanged.

The term of the AGREEMENT has changed as indicated below:

Original End Date: _____ New End Date: _____

C. Compensation.

The not-to-exceed amount in the AGREEMENT is unchanged

The not-to-exceed amount in the AGREEMENT has changed as indicated below:

Original not-to-exceed amount is \$_____.

The original not-to-exceed amount shall be increased by: \$_____ OR The original not-to-exceed amount shall be decreased by: \$_____

The new not-to-exceed amount is \$_____.

- D. Insurance. To the extent that the AGREEMENT required less than following insurance coverage amounts, by signing this AMENDMENT, VENDOR agrees, unless waived under the terms of the AGREEMENT, that it shall maintain Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms in the AGREEMENT regarding Commercial General Liability Insurance remain the same.
- E. Suspension. To the extent that the AGREEMENT did not contain a provision regarding suspension of the AGREEMENT, VENDOR agrees, by signing this AMENDMENT, that if OUSD, at its sole discretion, develops health and safety concerns related to the 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.
- F. Legal Notices. To the extent the AGREEMENT did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the Agreement. VENDOR agrees that the address for legal notice to OUSD is 1011 Union St., Site 946, Oakland, CA 94607.
- G. RECIPIENT may disclose OUSD's Data as listed in Exhibit B to RECIPIENT Individuals as necessary for the permitted purpose. "RECIPIENT Individual" means (to the extent they exist): RECIPIENT Board members, officers, trustees, and directors; RECIPIENT employees, agents, consultants, contractors and subcontractors under RECIPIENT's direction, invitation, or control. 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. RECIPIENT shall require all RECIPIENT Individuals who have access to OUSD Data to comply with all applicable provisions of the AGREEMENT with respect to the data shared under the AGREEMENT.
2. The PARTIES acknowledge that this AMENDMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
3. Each PARTY has the full power and authority to enter into and perform this AMENDMENT, and the person(s) signing this AMENDMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AMENDMENT, except that only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have authority under the Education Code or Board Policy to sign contracts for OUSD and only under limited circumstances, with ratification by the OUSD Governing Board being required. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this AMENDMENT or as legally binding in any way.

4. OUSD shall not be bound by the terms of this AMENDMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, Chiefs, Deputy Chiefs, or the General Counsel as authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE INTENTIONALLY LEFT BLANK

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

VENDOR

Name: Sandra Ernst

Signature: 
Sandra Ernst (Apr 24, 2024 15:29 PDT)

Position: Chief Executive Officer, Oakland Promise

Date: Apr 24, 2024

OUSD

Name: Vanessa Sifuentes

Signature: Vanessa Sifuentes

Position: High School Network Superintendent, OUSD

Date: Apr 24, 2024

Board President (for approvals)

Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell

Signature: 

Position: Superintendent

Date: 5/23/2024

Approved as to form by OUSD Legal Department

Name: Roxanne De La Rocha Signature: 

Date: 4/23/24

Signature: Vanessa Sifuentes
Vanessa Sifuentes (Apr 24, 2024 11:01 PDT)

Email: vanessa.sifuentes@ousd.org



Board Office Use: Legislative File Info.	
File ID Number	23-1485
Introduction Date	6/28/23
Enactment Number	23-1307
Enactment Date	6/28/2023 CJH

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Vanessa SiFuentes, High School Network Superintendent
Vinh Trinh, Manager, Master Scheduling and Comprehensive Student Supports

Meeting Date June 28, 2023

Subject Amendment No. 1 - Data Sharing Agreement 2020-2021 Oakland Promise - High School Linked Learning Office

Ask of the Board Approve Amendment
 Ratify Amendment

Background and Recommendation The Oakland Promise provides OUSD with Oakland Promise's various programs, namely, Kindergarten to College (K2C) and College Access, to help schools establish a college going culture and support with college and career exploration and access, extending the agreement from January 28, 2021 through October 31, 2023 to October 31, 2026, at no cost to the District.

Term There is no change in the data sharing agreement other than approval to extend the Data Sharing Agreement beyond October 31, 2023 for another additional three years.

Start Date: January 28, 2021

End Date: October 31, 2026

Not-To-Exceed Amount

No Cost and No Fiscal Impact.

Competitively Bid

No.

If the Service Agreement/Contract was not competitively bid and the not-to-exceed amount is more than \$109,300, list the exception(s) that applies (requires Legal review/approval and may require a resolution):
If no, exception: Oakland Promise provides the unique Cradle to Career

spectrum of services.

**In-Kind
Contributions**

The Oakland Promise will collaborate with members of the teams in the High School Linked Learning Office, Office of Equity and Department of Communications.

**Funding
Source(s)**

N/A. No Cost and No Fiscal Impact

Attachment(s)

- Amendment No. 1 to the Data Sharing Agreement 2020-2021
- Original Agreement, Enactment No. 21-0127

AMENDMENT NO. 1
to
Data Sharing Agreement 2020-2021

This Amendment amends the attached legal agreement (“Original Agreement”) and any prior amendments (“Prior Amendments,” together with Original Agreement, “(Amended) Agreement”), incorporated herein by reference, which includes the following information:

- The (Amended) Agreement is between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):
Oakland Promise
- The Parties entered into the Original Agreement on the below date:
January 28, 2021
- The Enactment Number of the Original Agreement is below:
21-0127

The PARTIES hereby agree to amend the (Amended) Agreement as stated herein.

1. **Services:**
 - The scope of work of the (Amended) Agreement is unchanged.
 - The scope of work of the (Amended) Agreement has changed. If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; select the appropriate option below:
 - Revised scope of work attached
 - VENDOR agrees to provide the following amended services:
No changes to services

2. **Term (duration):**
 - The term of the (Amended) Agreement is unchanged
 - The term of the (Amended) Agreement has changed. If the term has changed: The parties agree to amend the below original End Date of the

(Amended) Agreement to the below new End Date:

Original End Date: October 31, 2023

New End Date: October 31, 2026

3. **Compensation:** The not-to-exceed amount in the (Amended) Agreement is unchanged
 The not-to-exceed amount in the (Amended) Agreement has changed. If the not-to-exceed amount has changed: The not-to-exceed amount in the (Amended) Agreement is amended as follows:
 Increase not-to-exceed amount by:
\$0
 Decrease not-to-exceed amount by:
\$0
The new not-to-exceed amount under the (Amended) Agreement, as herein amended, is \$0

4. **COVID-19:** To the extent that the Amendment did not contain the following guarantees, by signing this Amendment, **VENDOR** agrees that:
- a. Through its execution of this Amendment, **VENDOR** declares that it is able to meet its obligations and perform the Services required pursuant to this Amendment in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
 - b. **VENDOR** agrees to notify OUSD within twelve (12) hours if **VENDOR** or any employee, subcontractor, agent, or representative of **VENDOR** (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
 - c. In addition to the requirements of subparagraph (b), **VENDOR** agrees to immediately adhere to and follow any

OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

d. VENDOR shall bear all costs of compliance with this Paragraph.

5. **Insurance.** To the extent that the Agreement did not contain the following insurance coverage amounts, by signing this Amendment, VENDOR agrees that it shall maintain, unless waived under the terms of the Agreement, Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms regarding Commercial General Liability Insurance remain the same.

6. **Termination and Suspension.** To the extent that the Agreement did not contain the following provisions, by signing this Amendment, VENDOR agrees that:

- a. Notwithstanding Paragraph 14 (COVID-19) of this Amendment, or any other language of the Agreement, if there is an unforeseen emergency or an Act of God during the term of this Agreement 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. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
- b. If OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of Services, then the OUSD Superintendent or an OUSD Chief or Deputy may, upon approval by OUSD legal counsel, issue a notice to

VENDOR to suspend the Agreement, in which case VENDOR shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of suspension.

7. **Legal Notices.** To the extent the Agreement did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the Agreement. VENDOR agrees that the address for legal notice to OUSD is 1000 Broadway, Suite 440, Oakland, CA 94607. All other terms regarding Legal Notices remain the same.
8. **Remaining Provisions:** All other provisions of the (Amended) Agreement remain unchanged and in full force and effect as originally stated.
9. **Amendment Publicly Posted.** This Amendment, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
10. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this Amendment, and the person(s) signing this Amendment on behalf of each PARTY has been given the proper authority and empowered to enter into this Amendment.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Amendment or as legally binding in any way.
11. **Amendment Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Amendment unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code

or Board Policy, and no payment shall be owed or made to **VENDOR** absent such formal approval or valid and proper execution.

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

VENDOR

Name: Sandra Ernst

Signature: _____

DocuSigned by:
Sandra Ernst
AFB23474FF8D480...

3/29/2023

Position: Chief Executive Officer

Date: _____

*One of the terms and conditions to which **VENDOR** agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation) of the Agreement, which states that **VENDOR** acknowledges and agrees not to expect or demand payment for any Services performed prior to the **PARTIES**, particularly **OUSD**, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the **OUSD** Governing Board, the **OUSD** Superintendent, or the **OUSD** General Counsel, stating that **OUSD** has validly and properly executed this Agreement. **VENDOR** specifically acknowledges and agrees to this term/condition on the above date.*

OUSD

Name: Sondra Aguilera

Signature: _____

Sondra Aguilera

Position: Chief Academic Officer

Date: 6/2/2023

Board President

Superintendent

Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell

Signature: _____

Kyla Johnson-Trammell

Position: Secretary, Board of Education

Date: 6/29/2023

Template approved as to form by OUSD Office of the General Counsel.

Board Office Use: Legislative File Info.	
File ID Number	21-0049
Introduction Date	1/27/21
Enactment Number	21-0127
Enactment Date	1/27/2021 lf



Memo

To Board of Education

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

Board Meeting Date January 27, 2021

Subject Data Sharing Agreement
Contractor: Oakland Promise
Services For: High School Linked Learning Office

Action Requested and Recommendation Approval by the Board of Education of a Data Sharing Agreement 2020-2023 between the District and the Oakland Promise, Oakland, CA, for the latter to provide Oakland Promise's various programs, namely, Kindergarten to College (K2C), High School Future Centers and College Access and Persistence, to help schools establish a college going culture and support with college and career exploration and access for the period of January 28, 2021 through October 31, 2023, at no cost to the District.

Background The Oakland Promise will work in partnership with the Oakland Unified School District to help schools:

1. Promote and establish a college going culture and students develop a college going mindset
2. Provide college and career exploration and access supports in middle schools and high schools to meet the district's post-secondary education outcomes
3. Award Oakland Promise scholarships for graduating seniors who meet the minimum requirement
4. Help families build financial assets through college savings accounts (CSA's) and financial literacy

Competitively Bid Was this contract competitively bid? No
If no, exception: Oakland Promise provides the unique Cradle to Career spectrum of services.

Fiscal Impact Funding resource(s): No Fiscal Impact

Attachments ● Data Sharing Agreement



Board Office Use: Legislative File Info.	
File ID Number	21-0049
Introduction Date	1/27/21
Enactment Number	21-0127
Enactment Date	1/27/2021 If

DATA SHARING AGREEMENT 2020-2021

This Data Sharing Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity(ies) or individual(s) (“RECIPIENT,” together with OUSD, “PARTIES”):

Oakland Promise.

The PARTIES hereby agree as follows:

1. **Limited Purpose of Agreement.** This Agreement pertains only to OUSD’s transmission of data to RECIPIENT, and RECIPIENT’s protection of such data. To the extent that OUSD seeks to impose any other legal obligations on RECIPIENT (e.g., RECIPIENT’s provision of services to OUSD), or RECIPIENT seeks to impose any other legal obligations on OUSD (e.g., OUSD payment of compensation to RECIPIENT), such obligations shall be set forth in a separate agreement. If such an agreement exists at the time of execution of this Agreement, the Parties shall identify it in **Exhibit A**.
2. **Data to be Provided.** The Parties shall list the categories of data to be provided in the Schedule of Data, attached hereto as **Exhibit B**, and such data shall be referred to hereinafter as OUSD Data.
3. **Term.**
 - a. This Agreement shall start on the below date (“Start Date”):

If no Start Date is entered, then the Start Date shall be the latest

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

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

October 31, 2023

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

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

- OUSD Data is limited to student directory information, as defined in 34 C.F.R. § 99.31(a)(11), for those students who have not opted out of disclosure of directory information.
- OUSD Data is limited to de-identified student information, as defined in 34 C.F.R. § 99.31(b).
- OUSD Data includes personally identifiable information from a student record other than directory information. RECIPIENT is responsible for obtaining parental consent, as defined in 34 C.F.R. § 99.30, and presenting evidence thereof to OUSD.

X OUSD Data includes personally identifiable information from a student record, and:

X 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).)

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

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

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

5. **Privacy Compliance.** RECIPIENT shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including the Family Educational Rights and Privacy Act, the Children’s Online Privacy Protection Act, the Protection of Pupil Rights Amendment, the Student Online Personal Information Protection Act, AB 1584, and all other California privacy statutes.
6. **Authorized Use.** OUSD Data, including persistent unique identifiers, shall be used for no purpose other than as agreed herein and/or otherwise legally authorized. RECIPIENT shall not make any re-disclosure of any OUSD Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the OUSD Data, without the express written consent of OUSD.
7. **Advertising Prohibition.** RECIPIENT is prohibited from using or selling OUSD Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a RECIPIENT; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to OUSD; or (d) use the OUSD Data for the development of commercial products or services.
8. **OUSD Data Property of OUSD.** All OUSD Data transmitted to the RECIPIENT pursuant to this Agreement is and will continue to be the property of and under the control of OUSD. RECIPIENT acknowledges and agrees that all copies of such OUSD Data transmitted to the RECIPIENT, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original OUSD Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to OUSD Data contemplated per the Service Agreement shall remain the exclusive property of OUSD.
9. **Correction of Records.** OUSD shall establish reasonable procedures by which a parent, guardian, or eligible student may review OUSD Data in the pupil’s records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account,

consistent with the functionality of services. RECIPIENT shall respond in a timely manner to OUSD's request for OUSD Data in a pupil's records held by RECIPIENT to view or correct as necessary.

10. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact RECIPIENT with a request for data held by RECIPIENT pursuant to the Services, RECIPIENT shall redirect the Third Party to request the data directly from OUSD. RECIPIENT shall notify OUSD in advance of a compelled disclosure to a Third Party.
11. **Employee Obligation.** RECIPIENT shall require all employees and agents who have access to OUSD Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
12. **Subprocessors.** RECIPIENT shall enter into written agreements with all Subprocessors performing functions pursuant to this Agreement or any other Agreement identified in **Exhibit A**, whereby the Subprocessors agree to protect OUSD Data in manner consistent with the terms of this Agreement.
13. **No Re-Identification or Re-Disclosure.** RECIPIENT agrees not to attempt to re-identify de-identified OUSD Data and not to transfer de-identified OUSD Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to OUSD who has provided prior written consent for such transfer. RECIPIENT shall not copy, reproduce or transmit any data obtained except as necessary to fulfill the Service Agreement
14. **Disposition of Data.** RECIPIENT shall dispose or delete all OUSD Data upon written request by OUSD or when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any OUSD Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in this Agreement authorizes RECIPIENT to maintain OUSD Data beyond the time period reasonably needed to complete the disposition.

RECIPIENT shall provide written notification to OUSD when the OUSD Data has been disposed.

15. **Data Security.** RECIPIENT agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect OUSD Data from unauthorized disclosure or acquisition by an unauthorized person.

16. **Data Breach.** In the event that OUSD Data is accessed or obtained by an unauthorized individual, RECIPIENT shall provide notification to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. RECIPIENT shall follow the following process:
 - a. The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.

 - b. The security breach notification described above shall include, at a minimum, the following information:
 - (i) The name and contact information of the reporting OUSD subject to this section.
 - (ii) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - (iii) If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - (iv) Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - (v) A general description of the breach incident, if that information is possible to determine at the time the notice

is provided.

- c. RECIPIENT agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the OUSD Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - d. RECIPIENT further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of OUSD Data or any portion thereof, including personally identifiable information and agrees to provide OUSD, upon request, with a copy of said written incident response plan.
 - e. RECIPIENT is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by OUSD. If OUSD requests RECIPIENT's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to RECIPIENT, RECIPIENT shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed above. If requested by OUSD, RECIPIENT shall reimburse OUSD for costs incurred to notify parents/families of a breach not originating from OUSD's use of the Service.
17. **Equipment and Materials.** RECIPIENT shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
18. **Termination.**
- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or

- thirty (30) days after the notice was provided, whichever is later.
- b. Due to COVID-19. Notwithstanding any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of RECIPIENT to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
 - c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.
 - d. Upon termination, RECIPIENT shall provide OUSD with all materials produced, maintained, or collected by RECIPIENT pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
19. **Legal Notices.** All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

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

RECIPIENT

Name: Mialisa Bonta
Title: CEO, Oakland Promise
Address: 300 Frank H Ogawa Plaza 430
City, ST Zip: Oakland, CA 94612
Phone: 4157281796
Email: mia@oaklandpromise.org

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

20. **Status.**

- a. This is not an employment contract. RECIPIENT, in the performance of this Agreement, shall be and act as an independent contractor. RECIPIENT understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. RECIPIENT shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to RECIPIENT's employees.

- b. If RECIPIENT is a natural person, RECIPIENT verifies all of the following:
 - (i) RECIPIENT is free from the control and direction of OUSD in connection with RECIPIENT’s work;
 - (ii) RECIPIENT’s work is outside the usual course of OUSD’s business; and
 - (iii) RECIPIENT is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.

- c. If RECIPIENT is a business entity, RECIPIENT verifies all of the following:
 - (i) RECIPIENT is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) RECIPIENT is providing services directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and RECIPIENT is in writing;
 - (iv) RECIPIENT has the required business license or business tax registration, if the work is performed in a jurisdiction that requires RECIPIENT to have a business license or business tax registration;
 - (v) RECIPIENT maintains a business location that is separate from the business or work location of OUSD;
 - (vi) RECIPIENT is customarily engaged in an independently established business of the same nature as that involved in the work performed;
 - (vii) RECIPIENT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
 - (viii) RECIPIENT advertises and holds itself out to the public as available to provide the same or similar services;
 - (ix) RECIPIENT provides its own tools, vehicles, and equipment to perform the services;
 - (x) RECIPIENT can negotiate its own rates;
 - (xi) RECIPIENT can set its own hours and location of work; and
 - (xii) RECIPIENT is not performing the type of work for which a license from the Contractor’s State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

21. **Certificates/ Permits/ Licenses/ Registration.** RECIPIENT's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
22. **Coronavirus/COVID-19.**
 - a. Through its execution of this Agreement, RECIPIENT declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
 - b. Consistent with the requirements of the paragraph titled Incident/Accident/Mandated Reporting, RECIPIENT agrees to notify OUSD, via email pursuant to the paragraph titled Legal Notices, within twelve (12) hours if RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to RECIPIENT possible COVID-19 exposure.
 - c. RECIPIENT agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT and information necessary to perform contact tracing.
 - d. RECIPIENT shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
23. **Assignment.** The obligations of RECIPIENT under this Agreement shall not be assigned by RECIPIENT without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
24. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender,

or age; therefore, RECIPIENT agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, RECIPIENT agrees to require like compliance by all its subcontractor (s). RECIPIENT shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

25. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, RECIPIENTS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
26. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Agreement.
27. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
28. **Conflict of Interest.**
 - a. RECIPIENT shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. RECIPIENT shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
 - b. RECIPIENT affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between RECIPIENT's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 - c. Through its execution of this Agreement, RECIPIENT

acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event RECIPIENT receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, RECIPIENT agrees it shall notify OUSD in writing.

29. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, RECIPIENT certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
30. **Limitation of OUSD Liability.** OUSD shall have no financial obligations under this Agreement other than as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.
31. **Indemnification.**
 - a. To the furthest extent permitted by California law, RECIPIENT shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“OUSD Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of RECIPIENT’s performance of this Agreement. RECIPIENT also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, RECIPIENT, or subcontractor furnishing work, 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, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("RECIPIENT 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 OUSD's performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend RECIPIENT Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.
32. **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 of this Agreement and for three (3) years after the End Date. RECIPIENT 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 records and other data related to Services covered by this Agreement. 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.
 33. **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.
 34. **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 Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.

35. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both PARTIES.
36. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
37. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
38. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
39. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
40. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the

counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

41. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
42. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. RECIPIENT agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
43. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to RECIPIENT absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLACK

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

RECIPIENT

Name: Shanthi Gonzales

Signature: 

Position: President, Board of Education

Date: 1/28/2021

OUSD

Name: Sondra Aguilera

Signature: 

Position: Chief Academic Officer

Date: 12/18/2020

- Board President
- Superintendent
- Chief/Deputy Chief

Name: Kyla Johnson-Trammell

Signature: 

Position: Secretary, Board of Education

Date: 1/28/2021

Approved as to form by OUSD Staff Attorney Joanna Powell on 12/4/2020.



EXHIBIT A

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

OUSD and Recipient intend to enter an MOU describing services to be provided by Recipient to OUSD students. This MOU will be presented to the OUSD Board on 12/9/2020.

The requested action is approval by the Board of Education of a Data Sharing Agreement 2020-2023 between the District and the Oakland Promise, Oakland, CA, for the latter to provide Oakland Promise's various programs, namely, Kindergarten to College (K2C), High School Future Centers and College Access and Persistence, to help schools establish a college going culture and support with college and career exploration and access for the period of January 28, 2021 through October 31, 2023, at no cost to the District.

The Oakland Promise will work in partnership with the Oakland Unified School District to help schools:

Administer the Kindergarten to College Early College Scholarship (ECS).

Provide college and career exploration and access supports for financial aid eligibility, application and award determination and summer melt prevention.

Implement OUSD special initiatives in the Office of Equity and Office of Family Engagement to share and align goals.

Help families build financial assets through college savings accounts (CSA's) and financial literacy.

EXHIBIT B

Please indicate each data element requested below.

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

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

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

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

	Other - Please specify	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected	X Please see below a complete list of data elements requested, organized by purpose of the request

Oakland Unified School District and Oakland Promise

Purpose	Data Elements Requested	Frequency of Request
<p>1. Early College Scholarships and Kindergarten to College Supports: Administration of Kindergarten to College Early College Scholarship (ECS); for the purpose of populating Outcome Tracker (VistaShare, LLC) and programming K-graduation ceremonies (OP)</p>	<p>a. Student local ID, CALPADSID, student name, student date of birth, and zip code to VistaShare, LLC, online platform, Outcome Tracker, for families to access. MOU to be created between OUSD and VistaShare, LLC for November 2020 through June 2025.</p> <p>b. Directory info to OP, to generate certificates for graduation ceremony - Student Name, School</p>	<p>May & October, annually; SFTP to VistaShare, LLC (OP's web platform vendor); directory info to OP</p>
<p>2. College Access Support Services – for financial aid eligibility, application and award determination, summer melt prevention, and college and career planning advising and mentorship</p>	<p>a. Student Tracker: Data collection and dashboard platform to support CCRS and college advisors (DCAC, SRA, UAspire, and other site-based college access partners)</p> <p>i. Student name ii. Student School ID iii. Pathway iv. SEX v. STUDENT PHONE vi. STUDENT EMAIL vii. PARENT/GUARDIAN NUMBER viii. PARENT GUARDIAN EMAIL ix. FUTURE CENTER ADVISOR x. GPA Total Cumulative xi. GPA UC xii. GRADUATION On-Track</p>	<p>Student Tracker rosters uploaded October and updated March, annually</p> <p>Batch student transcripts at the end of the school year, annually</p> <p>Webgrants user accounts updated annually</p>

	<ul style="list-style-type: none"> xiii. A-G On-Track ALL xiv. A-G On-Track History (A) xv. A-G On-Track English (B) xvi. A-G On-Track Math (c) xvii. A-G On-Track Science (D) xviii. A-G On-Track Language (E) xix. A-G On-Track Arts (F) xx. A-G On-Track Elective (G) <p>b. College Access Team Maintains in Student Tracker</p> <ul style="list-style-type: none"> i. TRANSCRIPT NOTES ii. CSUs APPLIED iii. EOP PROGRAMS APPLIED iv. UCs APPLIED v. PRIVATE/OUT-OF-STATES APPLIED vi. HBCU's APPLIED vii. CCCs APPLIED viii. FINAID NOTES ix. FINAID APP DREAM ACT APP ID# x. EFC xi. PELL GRANT ELIGIBLE? Y/N xii. CAL GRANTS MATCHED xiii. CAL GRANTS RECEIVED xiv. CREATED WEBGRANTS ACCOUNT? Y/N xv. SCHOLARSHIPS APPLIED xvi. SCHOLARSHIPS RECEIVED xvii. COLLEGES ACCEPTED xviii. FALL 1:1 MTG YES/NO xix. FALL 1:1 MTG NOTES xx. (4Y - 4 year college track) xxi. (CC - community college track) xxii. (AS - art/fashion school) xxiii. (TS - trade schools) xxiv. (W - working) (M-military) (U-undecided) xxv. COMPLETED SENIOR EXIT SURVEY? Y/N xxvi. Final Destination (4 = 4 year college/university) xxvii. ADDITIONAL NOTES 	
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	<ul style="list-style-type: none"> c. Student Transcripts of 8th, 11th and 12th graders, in batch d. Webgrants user accounts for OP and CCRS staff 	
<p>3. Mutual support of OUSD special initiatives in the Office of Equity; Office of Family Engagement to Share and align goals, mutually exchange content / resources to support each team’s goals, and to amplify messaging across our platforms</p>	<p>List of students and student contact information</p>	<p>Annually</p>
<p>4. Annual Data Review - Ongoing monitoring of aggregate OUSD student trends for implementation and evaluation of student outcomes, in support of High School Linked Learning Office efforts, and for special initiatives Oakland Thrives, City of Oakland, and the Harlem Children’s Zone.</p>	<p>OUSD Dashboards</p> <ul style="list-style-type: none"> a. Enrollment: demographics, live-go, other patterns and trends b. Preschool Experiences Survey c. CHKS Survey d. Senior Survey e. Indicators: High School Readiness, A-G requirements, On track to Graduate f. EDI - Kindergarten Readiness domains g. Cohort Graduation / Dropout h. College Enrollment within 12 months of graduation i. School Climate j. National Student Clearinghouse District Report 	<p>Consultant accounts to OUSDData.org dashboards for OP Data & Evaluation Director, OP College Access team members</p>

<p>5. Data access - Tracking which OUSD student has participated in OP programs: Brilliant Baby, OP Scholars</p>	<p>Maintain data fields that link student records in Aeries to participation in OP programs.</p>	<p>Annual data reconciliation between OP and OUSD</p>
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