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# Board Cover Memorandum

**To** Board of Education

**From** Denise Saddler , 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** Data Sharing and Direct Admissions Partnership Agreement - California State University, Office of the Chancellor - High School Linked Learning Office

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**Ask of the Board** Approval by the Board of Education of the Data Sharing and Direct Admissions Partnership Agreement by and between the District and California State University, Office of the Chancellor for the latter to guarantee OUSD student graduates admission for those who meet the CSU minimum acceptance requirement to the CSU school system via the High School Linked Learning Office, for the period of November 1, 2025 through June 30, 2030, at no cost to the District.

**Background** This CSU Office of the Chancellor’s MOU for Direct Admissions and DSA will formalize the partnership between OUSD and CSU Office of the Chancellor to prioritize OUSD graduates who meet the CSU minimum for acceptance into its universities. In this partnership, the OUSD HSLLO team will work closely with the CSU Office of the Chancellor team to give presentations and mass communications to eligible students and families to inform them of the student’s eligibility for the CSU universities.

**Discussion** This partnership will support OUSD HSLLO in moving towards meeting or exceeding our high school goals and outcomes, such as the number of students who matriculate into a 4-year university and complete and submit their financial aid application.

**Fiscal Impact** No Fiscal Impact

**Attachment(s)**

- Data Sharing and Direct Admissions Partnership Agreement

**DATA SHARING AND DIRECT ADMISSIONS PARTNERSHIP AGREEMENT  
CALIFORNIA STATE UNIVERSITY  
OAKLAND UNIFIED SCHOOL DISTRICT**

This Data Sharing and Direct Admissions Partnership Agreement (Agreement) is entered into effective November 1, 2025 (“Effective Date”), by and between the Board of Trustees of the California State University (“CSU”) by and through the Office of the Chancellor and Oakland Unified School District (“District”), herein collectively known as “Educational Institutions” or “parties.”

1. **Preamble** The purpose of the Agreement is to support the parties’ shared goal of educational success for California students. This Agreement creates a process for targeted sharing of student data between the parties to support college matriculation for District’s high school seniors who meet CSU’s a-g requirements and those that are not on track to meet a-g requirements and would benefit from the CSU Transfer Success Pathway program. The Agreement establishes a Direct Admissions partnership between the Educational Institutions.

The partnership involves the District providing CSU with student data for the purpose of CSU informing the District’s CSU-eligible high school seniors that they have been admitted to the CSU and providing them with specific information about how to attend the CSU, access financial aid, and utilize other available services and support options.

CSU will provide to District certain data about its students who apply to CSU for the purpose of supporting the District’s efforts to encourage its students to complete the necessary steps to matriculate at CSU as well as to track and improve the effectiveness of the Direct Admissions partnership and the District’s educational offerings for its students.

As further described below and consistent with the Family Education Rights and Privacy Act 20 U.S.C. § 1232g and Part 99 of Title 34 of the Code of Federal Regulations (“FERPA”), the sharing of the Student Data and Applicant Data will help support mutual efforts of the parties to support District students to transition to college, assess program and partnership effectiveness, and evaluate the efficacy of the Educational Institutions’ collective impact.

THEREFORE, the Educational Institutions agree to the following:

2. **Information to be Disclosed; Purposes of Data Sharing**

- (a) **Information to be Disclosed.**

This Agreement sets forth the terms and conditions of the parties’ Direct Admissions Partnership and the basis under which the parties will provide certain data about students to one another.

As part of this partnership, the District agrees it will provide to the CSU the personally identifiable “Student Data” set forth in **Exhibit A** by an agreed upon date for its students who meet the program requirements. The students will be divided into three categories:

- Category 1 – Meets A-G (CSU Eligible)
- Category 2 – Close to meeting A-G
- Category 3 – Will not meet A-G

As part of this partnership, CSU agrees to provide District with personally identifiable “Applicant Data,” as specified in the attached **Exhibit A**.

**Exhibit A** is incorporated into this Agreement by this reference.

- (b) **Purpose of Information Exchange.** District will only provide identifiable Student Data to CSU for the purpose of facilitating CSU’s ability to inform District students of their CSU eligibility, their CSU-Admitted status (via direct admission), and how they can enroll and attend a CSU university. CSU may be considered by District as a “school official” if the District would otherwise itself notify students of their CSU eligibility, and the purpose of the sharing of Student Data is to facilitate admission and enrollment of District students in CSU and thereby support their educational attainment. District agrees that it will provide eligible students and their parents notice of the Direct Admissions Partnership and Data Sharing and allow students and parents to opt-out. Data will be shared only for those students who have not exercised the right to opt-out. When OUSD is sharing Student Data, OUSD will be responsible for ensuring compliance with FERPA regulations including but not limited to those set forth in Exhibit B for its Student Data.

CSU will provide District with identifiable Applicant Data to facilitate District’s support of its students to complete their enrollment steps to enroll in the CSU. CSU will provide applicants with notice that their acceptance information will be shared with their District and provide them with an opportunity to opt-out. When CSU is sharing OUSD student data, CSU will not share data until confirming that FERPA regulations including but not limited to those set forth in Exhibit B are met.

Each party will take necessary steps to comply with FERPA as to information it decides to transmit to the other, including amending its annual FERPA notice to its students.

- (c) **Use of Student Data.** The Student Data provided hereunder will only be used by CSU to inform students of their CSU eligibility and provide them with information on how they can attend CSU and will be used for no other purposes. For District students who do not enroll in the CSU, once their Student Data is no longer needed, CSU will destroy it.
- (d) **Use of Applicant Data.** The Applicant Data provided hereunder will only be used by the District to support students to complete the steps necessary to matriculate at the CSU and to analyze the success of its educational offerings, and for no other purpose.

### 3. **Designated Representatives**

Each Educational Institution shall designate an authorized representative or representatives to have primary responsibility to coordinate activities under this Agreement, act as liaison, ensure confidentiality is maintained, determine how and when information is exchanged, and to meet to further define specific procedures, when necessary.

### 4. **No Public Disclosure of Individually Identifiable Information**

All reports, publications or similar documents created using the Student Data and Applicant Data and all public use of the Student Data and Applicant Data shall entail aggregated level reporting only and shall not reveal any individual identifiable information except as authorized under FERPA. The Educational Institutions shall provide each other with a copy of any reports, publications or similar documents created using the Student Data and Applicant Data prior to publication.

## **5. Instruction of Personnel**

The Educational Institutions shall instruct all personnel assigned to work with the Student Data and Applicant Data regarding the:

- (a) Confidential nature of the Student Data and Applicant Data.
- (b) How to protect the confidentiality of the Student Data and Applicant Data, including but not limited to directing such personnel to avoid leaving the Student Data and Applicant Data displayed on their computer screens where unauthorized users may view it and that they should retrieve computer printouts as soon as they are generated so that the Student Data and Applicant Data is not left unattended in printers where unauthorized personnel may access them.
- (c) Requirements of this Agreement.
- (d) Sanctions specified in FERPA and other relevant law against unauthorized disclosure of the Student Data and Applicant Data.

## **6. Disposal**

The Educational Institutions shall dispose of all the Student Data and Applicant Data received from the other party pursuant to this Agreement, and copies thereof made by Educational Institution, its employees, agents or contractors, after the purpose for which the Student Data and Applicant Data was disclosed has been served. In any event, such disposal shall occur no later than 30 days following the expiration of the term of this Agreement, unless the parties otherwise mutually agree in writing to a later date for such disposal.

Disposal means return of the Student Data and Applicant Data to original provider of the information or destruction thereof utilizing an approved method of confidential destruction, which includes electronic deletion, shredding, burning, or certified or witnessed destruction.

## **7. Legal Compliance**

Both parties to this agreement shall comply with applicable state and federal laws and regulations, including but not limited to FERPA.

## **8. Right to Audit**

Each Educational Institution shall permit the other to conduct audits or other monitoring activities of its policies and procedures and systems, including on-site inspections, to ensure that the terms of this Agreement are being met. Each Educational Institution shall exercise its audit rights by providing the other party with reasonable notice and reasonably limiting the scope. Each Educational Institution shall not exercise its audit rights more than once annually per contract year, unless the party reasonably suspects a material breach of this Agreement. Each Educational Institution shall make available, on request and during on-site reviews, copies of training provided to personnel assigned to work with the Student Data and Applicant Data. The parties shall maintain a system of records sufficient to allow an audit of compliance with the requirements of this Agreement.

**9. Indemnification**

Each Educational Institution participating in this Agreement agrees to defend, indemnify, and hold each other educational institution participating in this Agreement, and its officers, employees, and agents harmless from and against any liability, loss, expense (including attorneys' fees), or claims of injury or damages arising out of the Educational Institution's performance of the terms of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying educational institution, and/or its officers, employees or agents.

**10. Entire Agreement**

This Agreement states the entire Agreement between the Educational Institutions with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or Agreements.

**11. Execution**

Each of the persons signing this Agreement on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

**12. Assignment**

None of the signatories to this Agreement may assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other signatories to this Agreement.

**13. Severability**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement such provision shall be fully severable. This Agreement shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

**14. Waiver**

Waiver by any signatory to this Agreement of any breach of any provision of this Agreement or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this Agreement shall not operate as a waiver of such right. All rights and remedies provided for in this Agreement are cumulative.

**15. Modification and Amendments**

This Agreement may only be amended or modified at any time by written mutual Agreement of the authorized representatives of the signatories to this Agreement.

**16. Term of this Agreement**

This Agreement shall be in effect for the period commencing from the effective date established until June 30, 2030. Any party may terminate this Agreement at any time with thirty (30) days written notice to the other party.

Signed: Avonne Romo  
**Board of Trustees of the California State University**

Date: 12/12/2025

Signed: Souha Agil  
**Oakland Unified School District**

Date: 1/29/2026

*Approved as to Form by OUSD Legal*

Shalini Anadkat  
Shalini Anadkat 12/5/2025

**Student Data and Applicant Data Sharing Agreement**  
**Exhibit A**

“Student Data” consists of the following information to be disclosed by District to CSU:

Oakland Unified School District Student Data to be disclosed to CSU:

- Statewide Student Identifier (SSID)
- Student Name First/Last
- Student Preferred First/Last
- Parent/Guardian Contact First and Last Name, and Email
- Student Contact Information Email
- Student Contact Information Address
- Date of Birth
- Gender
- Ethnicity or Race
- School District
- Student High School
- High School CEEB Code
- CSU Direct Admission Category

“Applicant Data” consists of the following information to be disclosed by CSU to District:

- Application submission by campus and declared major
- Admittance data by campus, major and program
- Statement of intent to register by campus
- Enrollment by campus

**Student Data and Applicant Data Sharing Agreement**  
**Exhibit B**

**FERPA Provisions Relevant to Data Sharing for Direct Admission Program**

**34 C.F.R. Section 99.31**

An educational agency or institution may disclose personally identifiable information from an education record of a student without the consent required by [§ 99.30](#) if the disclosure is to a “school official,” which includes any party to which the institution has “outsourced institutional services or functions... provided that the outside party—

- (1) Performs an institutional service or function for which the agency or institution would otherwise use employees;
- (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and
- (3) Is subject to the requirements of [§ 99.33\(a\)](#) governing the use and redisclosure of personally identifiable information from education records.”

**34 C.F.R. Section 99.33**

(a)

- (1) An educational agency or institution may disclose personally identifiable information from an education record only on the condition that the party to whom the information is disclosed will not disclose the information to any other party without the prior consent of the parent or eligible student.
- (2) The officers, employees, and agents of a party that receives information under [paragraph \(a\)\(1\)](#) of this section may use the information, but only for the purposes for which the disclosure was made.

(b)

(1) [Paragraph \(a\)](#) of this section does not prevent an educational agency or institution from disclosing personally identifiable information with the understanding that the party receiving the information may make further disclosures of the information on behalf of the educational agency or institution if—

(i) The disclosures meet the requirements of [§ 99.31](#); and

(ii)

(A) The educational agency or institution has complied with the requirements of [§ 99.32\(b\)](#); or

(B) A State or local educational authority or Federal official or agency listed in [§ 99.31\(a\)\(3\)](#) has complied with the requirements of [§ 99.32\(b\)\(2\)](#).

(2) A party that receives a court order or lawfully issued subpoena and rediscloses personally identifiable information from education records on behalf of an educational agency or institution in response to that order or subpoena under [§ 99.31\(a\)\(9\)](#) must provide the notification required under [§ 99.31\(a\)\(9\)\(ii\)](#).

**34 C.F.R. Section 99.31(a)(2)**

The disclosure is, subject to the requirements of [§ 99.34](#), to officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer.

**34 C.F.R. Section 99.34**

(a) An educational agency or institution that discloses an education record under [§ 99.31\(a\)\(2\)](#) shall:

(1) Make a reasonable attempt to notify the parent or eligible student at the last known address of the parent or eligible student, unless:

(i) The disclosure is initiated by the parent or eligible student; or

(ii) The annual notification of the agency or institution under [§ 99.7](#) includes a notice that the agency or institution forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer;

(2) Give the parent or eligible student, upon request, a copy of the record that was disclosed; and

(3) Give the parent or eligible student, upon request, an opportunity for a hearing under subpart C.

(b) An educational agency or institution may disclose an education record of a student in attendance to another educational agency or institution if:

(1) The student is enrolled in or receives services from the other agency or institution; and

(2) The disclosure meets the requirements of [paragraph \(a\)](#) of this section.