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# Board Cover Memorandum

**To** Board of Education

**From** Denise G. Saddler, Ed.D., Interim Superintendent  
Preston Thomas, Chief Systems and Services Officer  
Kilian Betlach, Executive Director of Enrollment

**Meeting Date** April 22, 2026

**Subject** Memorandum of Understanding - Alameda County Public Health Department – Student Assignment Department

**Ask of the Board** Approval by the Board of Education of the Memo of Understanding by and between the District and the Alameda County Public Health Department to provide data of births by month to Oakland residents from 2021-2024, then yearly for the previous calendar year from the Alameda County Public Health Department for the purpose of conducting analyses related to enrollment projections via the Student Assignment Department, effective September 30, 2025 through December 30, 2030.

**Background and Discussion** Annually, the Enrollment Department uses birth rate data to produce enrollment projections for both the district and individual school sites. This birth rate data is shared by the Alameda County Public Health Department and then processed and analyzed by the Enrollment Department. Unlike previous agreements and processes, this Memo of Understanding solidifies the information-sharing agreement between both parties, and locks in a multi-year timeline of data sharing to ensure the Enrollment Department is able to access the information.

**Fiscal Impact** There is no fiscal obligation undertaken by the District as part of this work; however, there is potential fiscal impact if the District does not access the information in a timely manner, it may impair the ability to produce accurate enrollment projections.

**Attachment(s)**

- MOU: Alameda County Health Department

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
OAKLAND UNIFIED SCHOOL DISTRICT  
AND  
COUNTY OF Alameda County  
on behalf of its  
Alameda County Health, Public Health Department

## I. PURPOSE

This Memorandum of Understanding (MOU) is entered into by the Oakland Unified School District (OUSD) and the Alameda County Public Health Department (ACPHD), to provide data of births by month to Oakland residents from 2021-2024, then yearly for the previous calendar year from ACPHD for the purpose of conducting analyses related to enrollment projections. This MOU has been created to allow for the sharing of data between the participating agencies. This MOU provides authorization for the use of this confidential data only as detailed below in the Scope of Work section.

This MOU and the activities outlined in it will take effect starting September 30, 2025 and will continue until December 30, 2030. If activities continue for more than the designated time, the signers of this document will be required to sign a new MOU or amendment. This MOU is to be reviewed as often as needed but no less than once per year.

If a change in leadership occurs within either ACPHD or OUSD during the time frame of this MOU, the document will be reviewed and signed by the entering representative assuming leadership of the entity. In addition, if staffing changes within either entity result in a person other than the signer of this MOU assuming day-to-day responsibility for this project, the new person filling this role will be required to review and initial this MOU.

Signing this document denotes only that you have read the points below, understand the scope of the proposed project, plan to adhere to your respective responsibilities, and have every intention of being involved in the project.

## II. SCOPE OF WORK

OUSD is requesting the release of data from the ACPHD to allow OUSD to align the number of births by month to Oakland residents for 2021-2024, then yearly for the previous calendar year, to their corresponding school attendance area to support our enrollment projections work.

The variables requested from OUSD are listed in the table below.

Variable	Indicator
YEAR	Year
Month	Month
Birth Count	Birth Count

## III. OUSD RESPONSIBILITIES

A. OUSD will use the data provided by ACPHD under this MOU only for the purposes of aligning the number of births by month to Oakland residents for 2021-2024, then yearly for the previous calendar year, to their corresponding school attendance area to support OUSD's enrollment projections work.

B. Any publications resulting from, or related to the use of this data, will appropriately acknowledge all original sources of the data. OUSD will work with our collaborators at ACPHD to direct and interpret analyses. All collaborators from OUSD and ACPHD who meet standard criteria for contribution will be included as authors. OUSD will provide ACPHD with copies of any manuscripts resulting from this project.

C. OUSD will not, under any circumstances, identify any person, household, or family, nor contact any individuals from any of the data files. Care will be taken not to present data by any category or combination of categories that present a risk of deductive disclosure.

D. OUSD will designate a contact person to be responsible for oversight and supervision of the security and confidentiality of the data, and to act in a liaison capacity throughout the term of this MOU. OUSD will immediately ACPHD in writing of a change in contact person change. The contact person shall be Christina McClain.

## IV. ACPHD RESPONSIBILITIES

A. ACPHD will provide a dataset including the variables listed above annually on July 30<sup>th</sup> or as needed with the agreement of the investigators and contact persons from each institution.

B. ACPHD will designate a contact person to be responsible for oversight and supervision of the security and confidentiality of the data, and to act in a liaison capacity throughout the term of this MOU. ACPHD will immediately notify OUSD in writing of a contact person change. The contact person shall be Matt Beyers or Elaine Bautista.

C. ACPHD shall only provide data de-identified in accordance with and exceeding the standards of the Data De-identification Guidelines (DDG) established by the California Department of Health Care Services, including without limitation suppressing any counts under 11.

## V. TERM

The term of this MOU is from September 30, 2025 to December 30, 2030.

## VI. GENERAL PROVISIONS

A. This MOU may be amended at any time by written instrument executed by mutual consent of all parties.

B. Termination without cause: This MOU may be terminated by either party upon thirty (30) days written notice.

C. Termination with cause: This MOU may be terminated immediately by either party if the terms of this MOU are violated in any manner

D. Indemnification

To the furthest extent permitted by California law, ACPHD 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 ACPHD's performance of this MOU, including arising out of the performance of any supplier or subcontractor furnishing work, services, or materials to ACPHD arising out of the performance of this MOU, including, at ACPHD's own expense, reasonable attorneys' fees and costs to the extent that OUSD accepts rather than rejects the legal representation that ACPHD proposes to defend OUSD Indemnified Parties. OUSD shall have the right to accept or reject any legal representation that ACPHD proposes to defend OUSD Indemnified Parties. The OUSD may participate in the defense of any such claim without relieving ACPHD of any obligation hereunder.

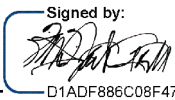
- a. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless the County of Alameda, its Board of Supervisors, employees, and agents (“County Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this MOU, including arising out of the performance of any supplier or subcontractor furnishing work, services, or materials to OUSD arising out of the performance of this MOU, including, at OUSD’s own expense, reasonable attorneys’ fees and costs to the extent that the County of Alameda accepts rather than rejects the legal representation that OUSD proposes to defend the County Indemnified Parties. The County of Alameda shall have the right to accept or reject any legal representation that OUSD proposes to defend the County Indemnified Parties. The County of Alameda may participate in the defense of any such claim without relieving OUSD of any obligation hereunder.

E. This MOU is not effective until signed by both parties.

This MOU shall remain in effect for the term indicated above subject to continued funding. All parties must agree in writing upon any changes to the above.

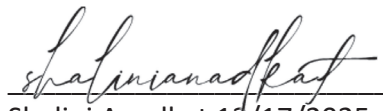
Signature of OUSD: \_\_\_\_\_ Date: \_\_\_\_\_

Denise Saddler, Interim-Superintendent  
Oakland Unified School District

Signature of ACPHD:  Signed by: \_\_\_\_\_ Date: 1/28/2026  
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Alameda County Health, Public Health Department

**Approved as to Form by OUSD Legal**

  
Shalini Anadkat 12/17/2025