

Board Office Use: Legislative File Info.	
File ID Number	26-1262
Introduction Date	6/10/26
Enactment Number	
Enactment Date	



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

Board Cover Memorandum

To Board of Education

From Denise G. Saddler, Interim Superintendent
Sondra Aguilera, Chief Academic Officer
Vanessa Sifuentes, Deputy Chief Postsecondary Readiness
Vinh Trinh, Manager, Comprehensive Student Supports and Master Scheduling

Meeting Date June 10, 2026

Subject Amendment No. 1 - Data Sharing Agreement - The Regents of the University of California, Destination College Advising Corps (DCAC) - High School Linked Learning Office

Ask of the Board Ratification by the Board of Education of Amendment No. 1 to the Data Sharing Agreement by and between the District and The Regents of the University of California, on behalf of its Destination College Advising Corps (DCAC), San Francisco, CA, delineating the terms and conditions of the District's transmission of or sharing of pupil data with the University of California and the protection by the Regents of the University of California of such data, extending the term of the Agreement from August 1, 2023 through June 30, 2026 to June 30, 2029, via the High School Linked Learning Office.

Background The goal of the University through the program is to increase the college-going rate of students at the School and provide comprehensive college awareness, mentorship, resources, preparation, advising, and information through the efforts of a dedicated College Adviser Fellow(s). Each College Adviser Fellow will participate in the local and national research and data collection as specified by state and Federal agreements, including the provision of intensive program activities by using evidence-based best practices of highly successful college access programs and strategies that build college-going culture through one-to-one, small group, classroom, and whole school efforts

Discussion The work of DCAC college advisors is aligned to OUSD's and HSLLO's goals of increasing 2-year, 4-year, and CTE matriculation and increasing the number of students who complete and submit their financial aid package (FAFSA, Dream Act)

Fiscal Impact No Fiscal Impact

Attachment(s)

- File ID #25-2048 - Data Sharing Agreement, approved on 9/10/25



AMENDMENT NO. 1 to
File ID Number: 25-2048

("Original Agreement")

This Amendment ("AMENDMENT") amends the attached Original Agreement, inclusive of any prior amendments to the Original Agreement (together, "AGREEMENT"). 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:

B. **Term.**

- The term of the AGREEMENT is unchanged.
- The term of the AGREEMENT has changed as indicated below:

Original End Date: June 30, 2026

New End Date: June 30, 2029

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 <u>increased</u> by:	OR	The original not-to-exceed amount shall be <u>decreased</u> 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.
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.

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

VENDOR

Claudia Morales

Name: _____

Signature: DocuSigned by:
Claudia Morales
3CE1EAE87A12485...
CEP Executive Director

Position: _____

Date: 4/9/2026

OUSD

Name: Sondra Aguilera

Signature: *Sondra Aguilera*

Position: Chief Academic Officer

Date: 5/8/2026

- Board President (for approvals)
- Chief/Deputy Chief/Executive Director (for ratifications)

Name: Denise G. Saddler

Signature: _____

Position: Interim Superintendent and Interim Secretary, Board of Education

Date: _____

Template approved as to form by OUSD Legal Department.

Board Office Use: Legislative File Info.	
File ID Number	25-2048
Introduction Date	9/10/25
Enactment Number	25-1527
Enactment Date	9/10/2025 CJH



Board Cover Memorandum

To Board of Education

From Denise Saddler, Interim Superintendent
Sondra Aguilera, Chief Academic Officer
Vanessa Sifuentes, High School Network Superintendent
Vinh Trinh, HSN Manager, Comprehensive Student Supports and Master Scheduling

Meeting Date September 10, 2025

Subject Data Sharing Agreement - The Regents of the University of California, Destination College Advising Corps (DCAC) – High School Linked Learning Office

Ask of the Board Ratification by the Board of Education of a Data Sharing Agreement by and between the District and The Regents of the University of California, Destination College Advising Corps (DCAC), San Francisco, CA, terms and conditions of the District's transmission of or sharing of pupil data with University of California and the protection by University of California of such data for the period of August 1, 2023, to June 30, 2026, via the High School Linked Learning Office.

Background The goal of the University through the program is to increase the college-going rate of students at the School and provide comprehensive college awareness, mentorship, resources, preparation, advising, and information through the efforts of a dedicated College Adviser Fellow(s). Each College Adviser Fellow will participate in the local and national research and data collection as specified by state and Federal agreements, including the provision of intensive program activities by using evidence-based best practices of highly successful college access programs and strategies that build college-going culture through one-to-one, small group, classroom, and whole school efforts.

Discussion The goal of the University through the program is to increase the college-going rate of students at the School and provide comprehensive college awareness, mentorship, resources, preparation, advising, and information through the efforts of a dedicated College Adviser Fellow(s). The work of DCAC college advisors is aligned to OUSD's and HSLLO's goals of increasing 2-year, 4-year, and CTE matriculation and increasing the number of students who complete and submit their financial aid package (FAFSA, Dream Act).

Fiscal Impact No Fiscal Impact

Attachment(s)

- Data Sharing Agreement - University of California, Destination College Advising Corps (DCAC)
- File ID #23-2860 - Agreement - The Regents of the University of California - Destination College Advising Corps (DCAC) - FY2023-2024 - Named District Schools

DATA SHARING AGREEMENT

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

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

The PARTIES hereby agree as follows:

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

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

10. **No Re-Identification or Re-Disclosure.** RECIPIENT agrees not to attempt to re-identify de-identified OUSD Data and not to transfer de-identified OUSD Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to OUSD who has provided prior written consent for such transfer. RECIPIENT shall not copy, reproduce, or transmit any data obtained, except as necessary to fulfill the AGREEMENT.
11. **Disposition of Data.** RECIPIENT shall 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.
12. **Data Security.** RECIPIENT agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect OUSD Data from unauthorized disclosure or acquisition by an unauthorized person.
13. **Data Breach.** In the event that OUSD Data is accessed or obtained by an unauthorized individual, RECIPIENT shall provide a notification to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. If, after RECIPIENT provides the initial notice under this Paragraph, RECIPIENT becomes aware of additional information related to such an event, RECIPIENT shall provide additional notifications to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. In provide notice to OUSD under this Paragraph, RECIPIENT shall follow the following process:
 - a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
 - b. The security breach notification described above shall include, at a minimum, the following information:
 - i. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - ii. The date of the breach, the estimated date of the breach, the date range within which the breach occurred, or an estimate of how soon RECIPIENT will know this information.
 - iii. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - iv. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

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

17. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to RECIPIENT's performance under this AGREEMENT, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to RECIPIENT to suspend this AGREEMENT, in which case RECIPIENT shall cease using, reviewing, or otherwise accessing OUSD Data under this AGREEMENT until further notice from OUSD.

18. **Termination.**
 - a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
 - b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
 - c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of one or both PARTIES to perform their obligations under this AGREEMENT, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to RECIPIENT. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
 - d. Upon termination, RECIPIENT shall provide OUSD with all materials produced, maintained, or collected by RECIPIENT pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.

19. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent: (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
20. **Conflict of Interest.**
- a. RECIPIENT and all RECIPIENT INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. RECIPIENT shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
 - b. RECIPIENT affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between RECIPIENT's family, business, or financial interest and the PURPOSE under this AGREEMENT. In the event of any change in a private interest, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
 - c. Through its execution of this AGREEMENT, RECIPIENT acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event RECIPIENT receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, RECIPIENT agrees it shall immediately notify OUSD in writing.
21. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** RECIPIENT certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).
22. **Limitation of OUSD Liability.** OUSD shall have no financial obligations under this AGREEMENT other than as provided in this AGREEMENT. Notwithstanding any other provision of this AGREEMENT, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this AGREEMENT.
23. **Indemnification.**
- a. To the furthest extent permitted by California law, RECIPIENT shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage,

or death of any person or entity arising out of RECIPIENT's performance of this AGREEMENT. RECIPIENT also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to RECIPIENT arising out of the performance of this AGREEMENT. RECIPIENT shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at RECIPIENT's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that RECIPIENT proposes to defend OUSD Indemnified Parties.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless RECIPIENT and RECIPIENT INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend RECIPIENT and RECIPIENT INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
24. **Audit.** RECIPIENT shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of RECIPIENT transacted under this AGREEMENT. RECIPIENT shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. RECIPIENT shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all such books, records, and systems. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to RECIPIENT and shall conduct audit(s) during RECIPIENT'S normal business hours, unless RECIPIENT otherwise consents.
 25. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, RECIPIENT agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, RECIPIENT agrees to require like compliance by all its subcontractor (s). RECIPIENT shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
 26. **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.

27. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
28. **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.
29. **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.
30. **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.
31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. RECIPIENT agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
32. **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.
33. **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.
34. **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.
35. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
36. **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.

37. **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.
38. **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.
39. **Signature Authority.**
- a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
 - b. Notwithstanding subparagraph (a), RECIPIENT acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. RECIPIENT agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
40. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to RECIPIENT absent such formal approval or valid and proper execution.

REST OF PAGE INTENTIONALLY LEFT BLANK

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

RECIPIENT

Name: Claudia Morales Signature: Claudia Morales Digitally signed by Claudia Morales
Date: 2024.08.07 15:59:13 -0700
Position: CEP Executive Director Date: 8/7/24

OUSD

Name: Vanessa Sifuentes Signature: Vanessa Sifuentes
Vanessa Sifuentes (Aug 6, 2024 12:05 EDT)
Position: High School Network Superintendent Date: _____
 Board President (for approvals)
 Chief/Deputy Chief/Executive Director (for ratifications)

Name: Denise G. Saddler Signature: Denise G. Saddler
Position: Interim Superintendent and Secretary, Board of Education Date: 9/11/2025

Template approved as to form by OUSD Legal Department

**DATA SHARING AGREEMENT
EXHIBIT A**

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

RECIPIENT: Center for Educational Partnerships

OTHER AGREEMENTS BETWEEN THE PARTIES:

- DCAC Contract
- _____
- _____

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

Category	Elements	
<i>Application Technology Metadata</i>	IP addresses of users, use of cookies, etc.	<input type="checkbox"/>
<i>Application Use Statistics</i>	Metadata on user interaction with application	<input type="checkbox"/>
	SBAC results	<input type="checkbox"/>
	ELPAC results	<input type="checkbox"/>
	IAB Results	<input type="checkbox"/>
	Other assessment results (list below):	
<i>Assessment</i>	• _____	
	• _____	
	• _____	<input type="checkbox"/>
	• _____	
	• _____	
	• _____	
<i>Attendance</i>	Attendance rate	<input checked="" type="checkbox"/>
	Number of absences	<input checked="" type="checkbox"/>
<i>Communications</i>	Online communications that are captured (emails, blog entries, etc.)	<input type="checkbox"/>
<i>Conduct</i>	Number of suspensions	<input type="checkbox"/>
	Days suspended	<input type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Race/ethnicity	<input checked="" type="checkbox"/>
	Date of birth	<input checked="" type="checkbox"/>
<i>Demographics</i>	Special ed. flag	<input checked="" type="checkbox"/>
	Home language	<input checked="" type="checkbox"/>
	Language proficiency	<input type="checkbox"/>
	Birth country	<input checked="" type="checkbox"/>

<i>Enrollment</i>	School	<input checked="" type="checkbox"/>
	Grade level	<input checked="" type="checkbox"/>
<i>Parent/Guardian Contact Information</i>	Name	<input checked="" type="checkbox"/>
	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
<i>Schedule</i>	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
<i>Special Indicator</i>	English language learner	<input checked="" type="checkbox"/>
	Socio-economic disadvantaged (SED) status (Note: OUSD cannot share Free/Reduced Lunch status as a standalone data element)	<input checked="" type="checkbox"/>
	Newcomer	<input type="checkbox"/>
	Title 1 flag (schoolwide)	<input type="checkbox"/>
<i>Student Contact Information</i>	Name	<input checked="" type="checkbox"/>
	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
<i>Local Identifiers</i>	Local student ID number	<input checked="" type="checkbox"/>
	Teacher ID number	<input type="checkbox"/>
	State student ID number	<input checked="" type="checkbox"/>
	Provider/app assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app password(s)	<input type="checkbox"/>
	Dummy identifiers	<input type="checkbox"/>
<i>Student Work</i>	Student generated content; writing, pictures, etc.	<input type="checkbox"/>
<i>Transcript</i>	Student course grades	<input checked="" type="checkbox"/>
	Current year GPA	<input checked="" type="checkbox"/>
	Cumulative GPA	<input checked="" type="checkbox"/>
<i>Transportation</i>	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"/>
<i>Other</i>	List additional data elements here	
	• _____	
	• _____	
	• _____	
	• _____	
	• _____	
	• _____	
	• _____	<input type="checkbox"/>

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

-
- OUSD Data includes personally identifiable information from a student record other than directory information. **Note: RECIPIENT is responsible for obtaining parental consent, as defined in 34 C.F.R. § 99.30, and presenting evidence thereof to OUSD.**
-
- OUSD Data includes personally identifiable information from a student record, **AND at least one of the following:**
-
- RECIPIENT is a contractor, consultant, volunteer, or other party to whom OUSD has outsourced institutional services or functions, and RECIPIENT performs an institutional service or function for which the agency or institution would otherwise use employees; is under the direct control of the agency or institution with respect to the use and maintenance of education records; and is subject to the requirements of § 99.31(a) governing the use and redisclosure of personally identifiable information from education records. (See 34 C.F.R. § 99.31(a)(1)(i)(B).)
-
- RECIPIENT is another school, school system, or institution of postsecondary education where an OUSD student seeks or intends to enroll, or where the student is already enrolled, and the disclosure is for purposes related to the student's enrollment or transfer. (See 34 C.F.R. § 99.31(a)(2).)
-
- RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or state and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)
-
- RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or state and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)
-
- RECIPIENT requires the data in order to determine an OUSD student's eligibility for financial aid; amount of aid; conditions for aid; or to enforce the terms and conditions of the aid. (See 34 C.F.R. § 99.31(a)(4).)
-
- RECIPIENT is an organization conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction. (See 34 C.F.R. § 99.31(a)(6).) Any RECIPIENT receiving OUSD Data pursuant to this subsection must first submit a research application pursuant to OUSD's Department of Research, Assessment, and Data protocols, and such application shall be incorporated into this AGREEMENT by reference.
-
- The disclosure is in connection with a health or safety emergency. (See 34 C.F.R. §§ 99.31(a)(10) & 99.36.)
-

2. **Term.**

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

Start Date: 8/1/23

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

End date: 6/30/26

19. **Legal Notices.**

OUSD

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

Email: ousdlegal@ousd.org

RECIPIENT

Name/Dept: Claudia Morales/CEP

Address: Hearst Field Annex, Building C

City, ST Zip: Berkeley, CA 94720

Phone: 408-857-1211

Email: moralesc@berkeley.edu

Board Office Use: Legislative File Info.	
File ID Number	23-2860
Introduction Date	1/10/23
Enactment Number	24-0064
Enactment Date	1/10/2024 er



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, High School Linked Learning Office

Meeting Date January 10, 2023

Subject Agreement - The Regents of the University of California, Destination College Advising Corps (DCAC) - High School Linked Learning Office

Ask of the Board Approval by the Board of Education of an Agreement by and between The Regents of the University of California, on behalf of Destination College Advising Corps (DCAC) and the Oakland Unified School District for 2023-2026 school years.

Background The goal of University through the program is to increase the college-going rate of students at School and provide comprehensive college awareness, mentorship, resources, preparation, advising and information through the efforts of a dedicated College Adviser Fellow(s). Each College Adviser Fellow will participate in the local and national research and data collection as specified by state and Federal agreements, including the provision of intensive program activities by using evidence-based best practices of highly successful college access programs and strategies that build college going culture through one-to-one, small group, classroom, and whole school efforts.

Discussion The goal of University through Program is to increase the college-going rate of students at School and provide comprehensive college awareness, mentorship, resources, preparation, advising and information through the efforts of a dedicated College Adviser Fellow(s). The work of DCAC college advisors is aligned to OUSD's High School Linked Learning Office (HSLLO) goals of increasing 2 year, 4 year, and CTE matriculation and increasing the number of students who complete and submit their financial aid package (FAFSA, Dream Act).

Fiscal Impact There is no fiscal impact on OUSD. Services are at no cost to OUSD and OUSD high schools.

Attachment(s)

- Agreement, The University of California, Destination College Advising Corps (DCAC) 2023-2026

AGREEMENT
between
The Regents of the University of California
on behalf of
DESTINATION COLLEGE ADVISING CORPS (DCAC)
and
OAKLAND UNIFIED SCHOOL DISTRICT
(2023-2026)

This Agreement ("**Agreement**"), effective as of **August 1, 2023** ("**Effective Date**"), is by and between The Regents of the University of California ("**University**"), on behalf of UC Berkeley's Destination College Advising Corps ("**DCAC**") and Oakland Unified School District ("**District**") on behalf of Castlemont High School, Fremont High School, McClymonds High School, Oakland High School, Oakland Technical High School and Skyline High School ("**School**"), a public school district having a principal place of business at 1000 Broadway, Ste 300, Oakland, CA 94607 "**Party**" hereinafter refers to each Party individually, or collectively as "**Parties**."

WHEREAS, University operates the DCAC program intended to enrich the experiences of students in high schools, particularly students from low-income and first-generation college-bound backgrounds ("**Program**");

WHEREAS, through the Program, the University has established guidelines for the implementation of the Program at the School by providing access to College Adviser Fellow(s) and an Assistant Director;

WHEREAS, the District is interested in participating and cooperating with the University in the implementation of the Program at the School by contributing facilities and staff support for the Program;

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1) **TERM.**

This Agreement shall commence on the Effective Date and terminates on **June 30, 2026** ("**Term**"), unless earlier terminated in accordance with the terms of this Agreement. University is under no obligation to extend this Agreement.

2) **STATEMENT OF WORK.**

The goal of University through Program is to increase the college-going rate of students at School and provide comprehensive college awareness, mentorship, resources, preparation, advising and information through the efforts of a dedicated College Adviser Fellow(s). Each College Adviser Fellow will participate in the local and national research and data collection as specified by state and Federal agreements, including the provision of intensive program activities by using evidence-based best practices of highly successful college access programs and strategies that build college going culture through one-to-one, small group, classroom, and whole school efforts.

University and District shall each fulfill its responsibilities as described in Exhibit A attached hereto.

3) **FEES.**

DCAC should provide nine (9) College Adviser Fellows at no cost to schools within Oakland Unified School District.

Financial support for the Program is secured by multiple government and non-governmental sources, foundation grants, as well as the University of California at Berkeley through the Center for Educational Partnerships.

4) **TERMINATION.**

A. Either University or District may terminate this Agreement at will, with or without cause, by giving thirty (30) days' written notice to the other Party. The notice shall be deemed to have been received on the date delivered personally or sent by e-mail, one day after fax transmittal, or three days after depositing with the U.S. Postal Service, certified mail, return receipt requested.

B. In the event of material breach of any of the terms and conditions of this Agreement by either Party, the non-breaching Party may terminate this Agreement by giving thirty (30) days' written notice to the other Party describing the breach. This Agreement shall terminate at the end of the thirty (30) day notice period if the breach is not cured within that time.

C. All provisions which, by their nature, extend beyond the Term will survive termination of this Agreement, including but not limited to, Sections 4 (**Termination**), 5 (**Information Handling and Publication**), 7 (**Disclaimer of Warranty**), 8 (**Limitation of Liability**), 9 (**Indemnification**), 10 (**Insurance**), 11 (**University Trademarks**), and 12 (**Copyright**).

5) **INFORMATION HANDLING AND PUBLICATION.**

A. District and School agrees to comply with all applicable laws, including but not limited to applicable provisions of the Federal Family Educational Rights and Privacy Act ("FERPA"), the State of California Education Code, and the State Information Practices Act, in its collection, storage, handling, and transmission of student data under this Agreement. School shall not collect any information (whether by interview, questionnaire from students, parents or the public) in the name of the University or Program except as expressly provided for under Exhibit A or any other provision of this Agreement.

B. School may publish results of its local Program site activity provided that such publications (printed, visual, or sound) contain an acknowledgment of participation in Program, administered by the University, and a statement that findings, conclusions, and recommendations are those of the author or School personnel only and do not necessarily represent the view of the University and Program. A copy of all such publications must be

furnished to Program following publication. Such publications may include sections of larger reports that describe School activities.

6) AFFIRMATIVE ACTION/NON-DISCRIMINATION.

District agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60-1.4 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741.5 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified disabled veterans, recently separated veterans, Vietnam era veterans, veterans who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, and Armed Forces service medal veterans, without discrimination, and the implementing rules and regulations in Title 41, parts 60-250.5 and 60-300.5 of the Code of Federal Regulations; Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits employment discrimination based on genetic information (including family medical history); and the nondiscrimination clause required by California Government Code Section 12990(c) relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex (including but not limited to pregnancy and gender identity), age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5, Section 8107 of the California Code of Regulations.

7) DISCLAIMER OF WARRANTY.

THE UNIVERSITY AND CEP MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE DISTRICT ACKNOWLEDGES THAT THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. THE DISTRICT FURTHER ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. THE UNIVERSITY SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES, DELIVERABLES, OR RESULTS.

8) LIMITATION OF LIABILITY.

EACH PARTY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL.

9) **INDEMNIFICATION.**

Each Party shall indemnify, defend and hold the other party, its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages (collectively, "Claims") arising out of the performance of this Agreement but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees. Each Party agrees to provide the other Party with prompt notice of any such claim or action and to permit the other Party to defend any claim or action, and to cooperate fully in such defense. Neither Party shall not settle nor shall consent to the entry of any judgment in any action, suit or proceeding without the consent of the other Party, and such consent not be unreasonably withheld, conditioned, or delayed.

10) **INSURANCE.**

A. University Insurance: University shall keep in full force and effect during the term of this Agreement, at University's sole expense, insurance as follows:

- i. Commercial Form General Liability Insurance or an equivalent funded program of self-insurance as follows:
 - a. Each Occurrence \$1,000,000
 - b. Products/Completed Operations \$2,000,000
 - c. Personal and Advertising Injury \$1,000,000
 - d. General Aggregate \$2,000,000
- ii. Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of \$1,000,000 per occurrence.
- iii. Sexual Misconduct Liability Insurance (also known as Sexual Abuse and Molestation): \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- iv. Workers Compensation as required by applicable law.
- v. Upon request, University shall file Certificate(s) of Insurance or self-insurance with District naming District as an additional insured. Such provision shall apply in proportion to and to the extent of the negligent acts or omissions of the University or any person or persons under the University's direct supervision and control.

B. District Insurance: District shall keep in full force and effect during the term of this Agreement, at District's sole expense, insurance ("Insurance") as follows:

- i. Commercial Form General Liability Insurance or an equivalent funded program of self-insurance as follows:
 - a. Each Occurrence \$1,000,000
 - b. Products/Completed Operations \$2,000,000
 - c. Personal and Advertising Injury \$1,000,000
 - d. General Aggregate \$2,000,000
- ii. Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of \$1,000,000 per occurrence.
- iii. Sexual Misconduct Liability Insurance (also known as Sexual Abuse and Molestation): \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- iv. Workers Compensation as required by applicable law.
- v. If the Insurance is written on a claims made form, it shall continue for three (3) years following termination of this Agreement. The Insurance shall provide for a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement.
- vi. University shall be named as an additional insured on the General Liability and Business Automobile insurance, in proportion to and to the extent of the negligent acts or omissions of District or District's officers, employees and agents.
- vii. Within thirty (30) days of the execution of this Agreement, District shall furnish University with a Certificate of Insurance evidencing compliance with the Insurance provisions of this Agreement and requiring 30 days advance written notice to the University of any modification, change, or cancellation with respect to the Insurance.
- viii. The Insurance shall be primary with respect to the University, its officers, agents, and employees, and any self-insurance maintained by the University shall be in excess of and non-contributory to the Insurance.

11) **UNIVERSITY TRADEMARKS.**

The District and School shall not use the name of the University of California, any abbreviation thereof, any name of which "University of California" is a part, or any trademarks or logos of the University ("**University Marks**"), in any commercial context (including, without limitation, on products, in media (including websites), and in advertisements), or in cases when such use may imply an endorsement or sponsorship of the District or School, its products or services. All such uses of the University's name and trademarks must receive prior written consent from The Regents of the University of California through the Office of Business Contracts and Brand Protection, who can be reached at becbp@berkeley.edu. At all times, the District and School agree to comply with California Education Code Section 92000.

University Marks are and shall remain exclusively the property of the University. The District nor the School shall not, neither directly nor indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and the District

hereby expressly waives any right which it may have in University Marks. The District recognizes the University's exclusive ownership of University Marks.

12) **COPYRIGHT.**

To the extent any of the Program materials delivered pursuant to the terms of this Agreement incorporate any of the University's preexisting copyrighted materials, the University hereby grants to District the right to use such materials but only as incorporated in the Program curriculum as delivered under this Agreement and only to the extent necessary to effect the delivery of such programs. The University shall own the copyright of any copyrightable materials developed in the performance of this Agreement. The University hereby grants to District a royalty-free, nonexclusive license to use all materials delivered to District under this Agreement solely as necessary to perform this Agreement. District may not use such materials for any other purpose without the prior written approval of the University. Any breach of this provision shall be deemed to be a material breach of this Agreement upon the occurrence of which the University may terminate this Agreement effective immediately without impairing any other rights or remedies available to the University under the law. All copies of such information in written, graphic or other tangible form shall be returned to University upon termination of this Agreement. All non-public information relating to the materials or the program shall be kept confidential by District, shall be used only in performing hereunder, and may not be used for any other purposes without the prior written approval of CEP's Assistant Vice Chancellor.

13) **RELATIONSHIP OF THE PARTIES.**

In the performance of this Agreement, the Parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one Party be considered the employees of the other Party for any purpose, including but not limited to workers' compensation purposes. Neither Party will have the right to obligate or bind the other in any manner whatsoever.

14) **GOVERNING LAW.**

This Agreement shall be governed by and interpreted according to the laws of the State of California, without regard to its conflict of laws provisions.

15) **COMPLIANCE WITH LAW.**

Each Party shall comply with all applicable federal, state and local laws and regulations in connection with its activities pursuant to this Agreement.

16) **FORCE MAJEURE.**

If any Party fails to timely perform its obligations (other than payment obligations) under this Agreement because of natural disasters, labor disputes, strikes, actions of governmental authority, acts of terrorism or war, whether actual or threatened, judicial orders, epidemics, quarantine, public health or travel restrictions or other causes beyond the reasonable control of the Party obligated to perform, then that Party's performance will be excused for the duration of such force majeure event. In the event of force majeure, the Parties may agree to alternative methods of performance that mitigate the effect of force majeure, subject to mutual agreement as to the terms thereof (including the payment of additional amounts). The University may perform all services remotely to the extent that any in-person component of performance is impractical because of COVID-19 conditions.

17) **WAIVER.**

Any failure of either Party to enforce any of the terms or conditions of this Agreement shall not constitute a waiver and shall not affect or impair such terms or conditions in any way, nor shall it impair the right of such party to avail itself of such remedies as it may have available for any breach of this Agreement.

18) **ASSIGNMENT.**

District may not assign this Agreement, or any part hereof, without the written consent of University, which consent or refusal to consent shall be in the absolute discretion of the University and may be granted or withheld without any reason given.

19) **SEVERABILITY.**

In the event any portion of this Agreement is declared illegal, unenforceable, invalid or void by a court of competent jurisdiction. Such portion shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

20) **INTEGRATION.**

This Agreement, including any and all exhibits, attachments, and appendices, constitutes the entire understanding and agreement between the parties as to all matters contained herein, and supersedes any and all prior agreements, representations and understandings of the parties.

21) **COUNTERPARTS.**

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

22) **AMENDMENT.**

This Agreement may be amended or modified only by mutual written agreement of the parties.

23) **ATTORNEY FEES.**

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses incurred.

24) **REPRESENTATIONS.**

University and District each represents that it has full authority to enter into and perform its obligations under this Agreement.

25) **NOTICES.**

University Representatives:

Program Matters:

Nikko Roxas – Co-Director, Destination College Advising Corps
nikko_roxas@berkeley.edu

Contractual Matters:

Sumi Godfrey Wong – Co-Director, Destination College Advising Corps
sumigodfrey@berkeley.edu

School/District's Representative(s):

Program Matters:

Vinh Trinh - Manager, Master Scheduling and Comprehensive Student Supports
vinh.trinh@ousd.org

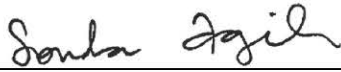
Notice pursuant to this Agreement shall be in writing to the above email addresses or to such other address that either Party may, by written notice, later designate to the other. Notice shall be effective on the date sent by fax or e-mail, or three days after the date of deposit with the U.S. Postal Service, certified mail return receipt requested.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

OAKLAND UNIFIED SCHOOL DISTRICT

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA**



Signature of Authorized Representative

DocuSigned by:


555AB35378294C6...
Signature of Authorized Representative

Name: Sondra Aguilera

Name: Vanessa Ringgold

Title: Chief Academic Officer

Title: Senior Business Contracts Officer

Date: 12/11/2023

Date: December 12, 2023

Approved as to form by OUSD
Staff Attorney Lynn Wu 12/6/23




Benjamin Davis
President, Board of Education 1/11/2024


Kyla Johnson Trammel
Secretary, Board of Education 1/11/2024

EXHIBIT A

RESPONSIBILITIES OF PROGRAM

- A. Train, mentor and assign recent 4-year university graduate(s) as College Adviser Fellow(s) to School(s) to offer program services guided by an Assistant Director, driven by data-based assessment.
- B. Enlist a full-time staff member as Assistant Director to provide in-person support, guidance and direction to the College Adviser Fellow(s) and to work with School to ensure Program efficacy and service delivery.
- C. Work in partnership with School to promote a college-going culture through providing in-person guidance and training using best practices based on data and analysis of school culture and students' college knowledge and awareness.
- D. Implement an Evaluation Plan for continuous improvement and for determining sustainability and scale-up opportunities.
- E. In line with our campus policies to keep Program staff safe and avoid risk of exposure to COVID-19, the Program may provide virtual advising services and fulfill all aspects of the scope of work to support school/program, students and their families if deemed unsafe for the Program to provide services at school sites.

College Adviser Fellow shall:

1. Provide in-person support to School during the operational hours of the school site(s) beginning late **August through early June**. If it is decided by the Program and/or the District that for safety concerns the College Adviser Fellow cannot be physically at the school site due to COVID-19, they will continue to provide support to the School(s) remotely.
2. Under the direction of the Assistant Director, support student college preparation via individual student sessions, group workshops and/or school-wide events.
3. Recruit, enroll and support a cohort of students from all grade levels in order to provide intensive college preparation support.
4. Attend mandatory Program meetings, trainings and conferences that may be held at non-school site locations.
5. Sign confidentiality agreements with the School, as appropriate.

Assistant Director shall:

1. Train and mentor the College Adviser Fellow(s) and serve as the liaison between the College Adviser Fellow and School.
2. Ensure College Adviser Fellow(s) fulfill service requirements and duties whether completed in-person or through a virtual modality, per UC requirements. The Assistant Director should be notified of any issues with College Adviser Fellow(s) and will be responsible for resolving them.
3. Provide School staff with information about Program and its associated research participation, its College Adviser Fellow(s) and general information about admissions to institutions of higher education; and share data and analysis of direct services provided to students.
4. Coordinate events or visits for further advancement of Program's mission.
5. Provide resources and training as appropriate on college-going culture.
6. Work with School parent services to integrate college-going information.

College Adviser Fellow(s), Assistant Director and other Program staff exercise the strictest confidentiality and all information obtained will only be used for program purposes as described in this Agreement. College Adviser Fellow(s) will sign confidentiality agreements with the School, as appropriate.

Program should not be considered a replacement for but may supplement existing School services, programs and/or staffing. Program services will be made available to all students attending the School.

In-person and virtual services may include but not limited to: individual student college preparation advising; student and/or parent group college preparation/informational workshops/sessions; school, district and/or region wide college preparation/informational events; college exploration campus visits; and/or supplemental summer and/or weekend college preparation programs.

RESPONSIBILITIES OF SCHOOL

- A. If it is deemed safe for the College Adviser to physically be on campus, the site will provide designated space for College Adviser Fellow(s) with access to a computer (Internet, appropriate listserv, School/district email and student information system), printer, telephone, supplies, and copiers.
- B. Provide access to approximately 140-160 9th-12th graders from whom College Adviser Fellow will recruit to Program in order to provide intensive mentorship, college awareness and preparation services.
- C. Whether in-person or virtually, allow College Adviser Fellow(s) to contact students from non-core subjects for one-on-one and small group advising.
- D. Allow College Adviser Fellow dates, times and space to conduct meetings and/or workshops.
- E. Provide access to data to implement Evaluation Plan and participate in related national research project. Data includes National Student Clearinghouse aggregate (non-student identifiable data) reports and/or School student roster which must be provided by October 31st. The Program may provide aggregate outcome and service data to external parties. The Program will not release student level personal identifying data to external parties. The Program will provide NSC matching raw data to School upon request.
- F. Provide access to school staff meetings.
- G. Release College Adviser Fellow(s) for Program mandatory meetings, trainings, and conferences.
- H. Provide College Adviser Fellow(s) with general and/or "view only" access to student records to include: class schedules, academic transcripts and/or grad inventories, college/university application information/data, SAT/ACT/PSAT scores and accounts to the School student information system.
- I. Provide DCAC staff with account access to the University of California Office of the President (UCOP) Transcript Evaluation Service (TES).
- J. Both in-person and virtually, provide working environment free from unwelcome behavior by adults, students or visitors, and if such behavior occurs, School will work with University to ensure that the unwelcome behavior stops, and that the College Adviser Fellow(s) is made whole.
(For full University of California Sexual Harassment policy, go to: <http://ophd.berkeley.edu/policies-procedures/sexual-harassment>). Assistant Director will review specific procedures related to Sexual Harassment for College Adviser Fellow(s) with School staff.
- K. Provide a site administrator or staff to serve as primary contact to assist and provide support to College Adviser Fellow(s) in the facilitation of the above listed items.

- L. Support the College Adviser Fellow(s) in implementing school-wide events that promote and increase college-going culture, for example, Decision Day which may be implemented either in-person or virtually.
- M. Collaborate and plan to implementation of the previously described activities.
- N. Understand that all Program efforts are motivational and supplementary, and should enhance activities already provided at the School.

I. PROGRAM EVALUATION

Program will implement an Evaluation Plan that will be designed to minimize the time required by students or staff to complete surveys, utilize as much as possible present School surveys, annual data collection by Program and analysis of publicly available data repositories. Program will need to collect data and/or secure data such as Senior Surveys, National Student Clearinghouse college enrollment data (or student data to run NSC reports), Transcript Evaluation Service (TES), a-g reporting and/or student graduation data. The Program staff will work with partners to implement the evaluation and information will be gathered for purposes of reporting to various Funders and the College Advising Corps (“CAC”) and will be shared with the School for internal reporting goals.

II. FINGERPRINTING, TB SCREENING and NSOPW CLEARANCES

Program will cover the costs for fingerprinting clearances and Tuberculosis screening. The College Adviser Fellow(s) and Assistant Director will have their fingerprints taken and processed by the UC Berkeley Police Department prior to being on-boarded as a College Adviser Fellow(s) or Assistant Director. Fingerprints will be cleared through the DOJ and FBI databases. College Adviser Fellow(s) will be screened through the NSOPW prior to enrollment and placement at School. Proof of NSOPW and DOJ/FBI Clearances as well as TB screening results will be provided upon request.

University confirms that no College Adviser Fellow or Assistant Director providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1.

University agrees to immediately remove or cause the removal of any Assistant Director, College Adviser Fellow, or other person under University’s control from District property upon receiving notice from District of such desire. Following removal, District will work in good faith to address any Program concerns with the University, but may not be able to provide the basis or explanation for the removal request if disclosure is prohibited by law. If permitted by law, the District will inform University of the basis or explanation for the removal request.

The Assistant Director and College Adviser Fellows must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, the College Adviser Fellow or Assistant Director must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, Program shall obtain an x-ray of the lungs. Program, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.

III. RESEARCH AND EVALUATION PLAN

- A. The evaluation plan will collect and analyze data to provide Program with information on the effectiveness of Program on the following goals.
 - 1. Increase students' college knowledge and aspirations;
 - 2. Increase parent/family college awareness, knowledge and expectations for students;
 - 3. Increase student preparation for college admissions;
 - 4. Increase percent of high school graduates going to college.
- B. In consultation with the School, Program shall:
 - 1. Administer Program surveys in April/May as per University requirements; School can choose to administer the Program survey to additional students and Program will provide the surveys and the analysis;
 - 2. Access data collected on school-wide surveys such as a Senior and Satisfaction Surveys, and surveys as to test-taking, application, acceptance, enrollment and financial aid information, data from tracking systems;
 - 3. Analyze information presently collected by the School (e.g. National Student Clearinghouse and PSAT, SAT/ACT scores and testing data) for enrollment information and test taking;
 - 4. Utilize Transcript Evaluation Service (TES) data to inform college advising services.
 - 5. Utilize the publicly available data repositories for data such as: a-g analysis, Cal Grant applications;
- C. If the School does not collect college enrollment data from the National Student Clearinghouse, Program will require student-level data on graduates to send to the National Student Clearinghouse in order to retrieve college enrollment, retention and/or graduation data. The School roster will need to include the following fields: School Name, Graduation Year, First Name, Last Name, Date of Birth and Ethnicity. There will be no cost to the School for this service;
- D. Other evaluations/assessments may be requested from College Advising Corps, UCOP, EAOP, and/or other Program partners on a case-by-case basis.
- E. The Assistant Directors and College Adviser Fellow(s) will be responsible to collect and track information as they work with students and will work with CEP staff on implementing the evaluation plan. All data and analysis will be shared with the District/School. Program may provide aggregate outcome and service data to external parties.

IV. INCIDENT REPORTING

Program shall notify School, via email pursuant to Section 25 of the Agreement, within twelve (12) hours of learning of any significant accident or incident in connection with the provision of Services. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. Program shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by School. Program shall bear all costs of compliance with this Paragraph.