



**OAKLAND ENROLLS
MEMORANDUM OF UNDERSTANDING
FOR PARTICIPATING CHARTER PARTNERS
(2018-2019 School Year)**

This **Memorandum of Understanding** (“**MOU**”) is entered into by American Indian Model Schools (“**Charter Partner**”) and Oakland Enrolls, a California Nonprofit Public Benefit Corporation, effective August 1, 2018 (“**Effective Date**”) Charter Partner and Oakland Enrolls are sometimes referred to in this MOU individually as “**Party**” and together as “**Parties**.”

BACKGROUND

Oakland Enrolls is responsible for the EnrollOak project. Prior to the EnrollOak project a fragmented system of school enrollment existed in Oakland, making it difficult for families to navigate the public-school enrollment process. The EnrollOak project aims to address this problem, in collaboration with the Oakland Unified School District, charter schools, and other stakeholders, by providing a universal enrollment process, where families can use one single platform to fill out one application for district schools and another for charter schools, applying to multiple schools at once. Charter Partner wishes to participate in this EnrollOak project, in order to enhance school choice, make the process for families easier, and share data to gain more insight into application and enrollment trends in Oakland. Therefore, in exchange for good and valuable consideration, the Parties agree as follows:

RIGHTS AND RESPONSIBILITIES

1. Description of EnrollOak Project.

a. ***Timeline*** – Charter Partners participating in the city-wide charter enrollment system will follow the following timeline for the 2018-2019 School Year (“**SY**”). The timeline is subject to change at the discretion of Oakland Enrolls, and Charter Partner will be required to follow any changes implemented by Oakland Enrolls:

- October 19, 2018 - Review and finalize lottery preferences
- November 1, 2018 - Round 1 application launch
- January 2019 - Lottery verification
- February 15, 2019 - Round 1 applications due
- March 4 - 8, 2019 - Schools run lotteries and notify families of results
- March 11, 2019 - All offers made public
- April 2, 2019 – Round 1 lottery confirmation deadline
- April 3, 2019 - Bulk rescind of round 1 lottery offers

- b. **Key System Functionalities of Charter Enrollment Program**
- i. *Multiple Languages*: the common application is available in six languages.
 - ii. *Single Accept*: A family is only allowed to accept one offer per student in the common charter application system.
 - iii. *Round 1 Lottery Offer Launch*: All Charter Partners will publicize round 1 lottery offers to families on the same date.
 - iv. *Round 1 Lottery Offer Rescind*: Oakland Enrolls will automatically rescind any outstanding round 1 lottery offers on the same date - April 2nd 2019. Oakland Enrolls currently only has policy around rescinding initial lottery offers, Charter Partners set their own offer expiration timeframe for subsequent offers after the Round 1 lottery.
- c. **Data Sharing Features** – The EnrollOak project involves and requires data sharing related to applications, enrollments, transfers, waitlists, and accepted offers, as follows:
- i. Upon signing this MOU, Charter Partners will share their Fall 1 Submission CALPADS 8.1 Student Profile List data from October 2017 with Oakland Enrolls;
 - ii. By the start of December 2018, Charter Partner will share their Fall 1 Submission CALPADS 8.1 Student Profile List as of October 2018;
 - iii. Enroll Oakland will use the CALPADS data to assess the full enrollment pipeline, subgroups enrollment information, pipeline attrition, and to mimic the OUSD Strategic Regional Analysis (See <http://www.ousddata.org/strategic-regional-analysis.html>). Oakland Enrolls agrees to handle this data in accordance with the terms set out in **Appendix C**.
 - iv. Shared data will also be used for joint marketing and outreach activities by the Parties and Oakland Enrolls' individual marketing and outreach activities.
 - v. Charter Partner represents and warrants that in sharing information with Oakland Enrolls including, but not limited to (Confidential Information as defined in Appendix C) that Charter Partner is in compliance with the provisions of FERPA, and any amendments thereto. Oakland Enrolls represents and warrants that it is also in compliance with any applicable provisions of FERPA, if any, and any amendments thereto. Nothing in this Agreement may be construed to allow either Party to maintain, use, disclose or share information in a manner not allowed by federal law or regulation.

2. **Charter Partner's Commitments.**

- a. Charter Partner will complete the following Appendixes:
- i. **Appendix A** – Confirmation of Commitments and Services.
 - ii. **Appendix B** – Key Organization Contacts.
- b. Oakland Enrolls implements the charter enrollment program, in part, through its use of SchoolMint, an online school enrollment platform. To participate in the charter enrollment program, Charter Partner must create a SchoolMint portal and to give Oakland Enrolls access to Charter Partner's SchoolMint portal. Charter Partner agrees and understands that Oakland Enrolls will have the certain access to data and the permission to alter data on Charter Partner's SchoolMint portal as stated in *Oakland Enrolls Multi Org Access*, attached to this MOU **Appendix E**.

- c. Charter Partner will only accept applications to its school(s) through the OakEnrolls project. All applicants to Charter Partner's school(s) must submit an Oakland Enrolls common charter application during the Round 1 (Open Enrollment) and Round 2 (Post Enrollment) periods during the common application timeline. Charter Partner will not create or distribute a school-specific application for any grades it serves and will only accept applications per the Oakland Enrolls common application timeline.
- d. Charter Partner will provide information to Oakland Enrolls for school choice collateral in a timely fashion and will maintain its editable [SchoolFinder](#) profile attributes.
- e. Charter Partner will use Oakland Enrolls' tools and protocols for lotteries, waitlist management, collecting verification documentation, and communicating offers to families. If the tools provided by Oakland Enrolls cannot accommodate specific lottery configurations, Oakland Enrolls will collaborate with the software vendor and Charter Partner to develop a solution.
- f. Charter Partner will not require verification documentation before running any lottery.
- g. Charter Partner will publicly post on each of its schools' websites links to Oakland Enrolls website and display the common application verbiage and lottery date(s).
- h. Charter Partner will participate in Oakland Enrolls community outreach activities (such as city-wide charter school fairs, regional transition grade fairs, and targeted events with community-based organizations) and Charter Partner will host at least one event for transition grade students (5th and 8th grade) focused on the common application, timeline, and resources.
- i. Charter Partner will have the appropriate people in its organization review Oakland Enrolls' training materials and best practices and attend training session as required.
- j. **Participation Fees Optional Services**
 - i. *Enrollment System Participation Fee:* Charter Partner agrees to pay a \$3,000 participation fee ("**Enrollment System Participation Fee**") for each of its schools connected to the city-wide charter enrollment system and using the common application and timeline for the 2018-2019 SY. The Enrollment System Participation Fee covers, among other things, the right to use the common application form, assistance and communications from Oakland Enrolls during the enrollment process, and the license fee for the SchoolMint modules: application, communication, lottery, and waitlist. Enrollment System Participation Fee covers the period August 1, 2018 through July 31, 2019.

ii. In addition to the services provided for the Enrollment System Participation Fee, Charter Partner can elect to pay additional fees to participate in the following optional components of the EnrollOak Program:

1. **Common Registration** – Common Registration is an online registration packet accessible by families and school administrators. Families can easily upload documents and monitor their registration verification status. Administrators can easily transfer all registration information onto their Student Integration System. The Common Registration packets are available in six languages. The fee for Common Registration services is \$900 per school. Please see further information, see **Appendix D**.
2. **Common Intent to Return** – Oakland Enrolls is in the process of creating a common timeline for processing intents to return (referred to as reenrollment in SchoolMint) to help provide consistency and simplification for families. In parallel to piloting a common timeline, Oakland Enrolls is exploring piloting the use of SchoolMint to process intents to return. The fee for Common Intent to Return services is \$750 per school.

k. **Indemnification** – Charter Partner agrees that it will defend, indemnify and hold harmless Oakland Enrolls and its officers, directors, employees, and agents (collectively, the “indemnified parties”) against and from any and all claims, actions, demands, losses, causes of action, damages, expenses or liabilities, including attorneys’ fees, to which any indemnified party may become subject or which it may suffer as a result of or arising out of any negligent, willful or reckless acts or omissions, dishonesty or fraud of or by Charter Partner, its agents, employees or representatives.

l. **LIMITATION OF LIABILITY.** CHARTER PARTNER AGREES AND UNDERSTANDS THAT OAKLAND ENROLLS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT OAKLAND ENROLLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING DAMAGES FOR LOSS OF PROFITS, ANY OVERHEAD EXPENSES, OR COMMITMENTS TO THIRD PARTIES. OAKLAND ENROLLS MAXIMUM AGGREGATE LIABILITY UNDER THIS MOU SHALL BE LIMITED TO THE AMOUNTS PAID BY CHARTER PARTNER UNDER THIS MOU.

3. **Oakland Enrolls’ Commitments.** In addition to the services described elsewhere in this MOU, Oakland Enrolls commits to the following:

- a. Charter Partner’s participation in the uniform charter enrollment program will be fully supported by Oakland Enrolls, with training and development of school staff, standard operating procedures, communication templates and best practices, direct support provided to families, school and sector-level data analysis, and information sharing including real-time visibility of applications to Charter Partner’s school(s).
- b. Oakland Enrolls will collaborate with Oakland Unified School District on choice collateral, options activities, summary data sharing, and developing a blueprint towards a citywide application system.

- c. Oakland Enrolls is and will continue to exploring new policies to enhance the universal enrollment process. In assessing new policies, Oakland Enrolls retains ultimate decision-making authority to decide what policies to implement and how, but it commits to discussing potential policies with the Steering Committee and to bring them to the Council for review. Policies under consideration this year include:
 - i. *Round 2 Cutoff Date*: Setting up a system-wide cutoff date based on best practice and volume of applications in Round 2 by month.
 - ii. *Standard policies around offers and confirming waitlists*: Developing best practice policies on how many days to give families to accept subsequent offers after the Round 1 lottery and how to determine if families are interested in remaining on a waitlist.
 - iii. *Timeline for intent to return process*: Defining when participating Charter Partners should be requesting intent to return commitments from families.
 - iv. *Limiting the number of schools a family can apply to*: Assessing data to determine if limiting the number of schools a family can apply to in the common application will help reduce the number of erroneous offer/waitlists applications.

4. **Mutual Commitments, Terms Conditions.**

- a. **Term** – The term of this MOU is from August 1, 2018 to July 31, 2019 (“**Term**”), at which point Oakland Enrolls shall have no obligation or duties to Charter Partner to provide services under this MOU. Charter Partner’s obligation to pay any fees due under this MOU shall survive the Term of this MOU. The provisions of section 3(k) and 3(l), all of the provisions of section 4, and any other provision reasonably intended to survive the Term of this MOU will survive the termination or expiration of this MOU.
- b. **Governing Law** – This MOU is governed by California law, without regard to any conflict of laws rules. Each Party consents to jurisdiction and venue in Oakland, California.
- c. **Assignment** – Charter Partner may not assign its rights or obligations under this MOU without the express prior written consent of Oakland Enrolls.
- d. **Integration, Modification, Waiver** – This MOU, and its appendixes, constitute the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements whether oral or written relating to Oakland Enrolls and the EnrollOak project. This MOU may be amended or modified only in writing, signed by all Parties. No delay or omission by Oakland Enrolls in exercising any right under this MOU will operate as a waiver of that or any other right provided for in this MOU.
- e. **Counterparts, Electronic Signatures and Delivery** – This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures of the Parties shall have the same force and effect as original signatures. Delivery of a copy of this MOU by facsimile, electronic mail as an attached file (e.g., pdf), or by any other electronic means (e.g., DocuSign) shall be acceptable to bind the Parties and shall not in any way affect this MOU’s validity.

WITH INTENT TO BE BOUND, Charter Partner and Oakland Enrolls, by signature of their authorized representatives, have executed this MOU as of the Effective Date.

Accepted and agreed to by: American Indian Model Schools

Accepted and agreed to by: Oakland Enrolls

Signature: _____

Name: _____

Title: _____

Signature: 

Name: Luis Rodriguez

Title: Executive Director

APPENDIX A:

Confirmation of Commitments and Services for

August 1, 2018 through July 31, 2019

Charter Partner will participate in:	Brief Description	Cost Per School	Number of Schools
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Common charter application and timeline with the following SchoolMint modules: application, communication, lottery, and waitlist	\$3,000 per school	3
<input type="checkbox"/> Yes <input type="checkbox"/> No	Common registration module - see Appendix D	\$900 per school	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Pilot common intent to return module - see Appendix D	\$750 per school	
	Total Fees Due for 2018-2019 Participation		

Note: You must sign up for the common registration module if you would like to participate in the common intent to return (re enrollment) module pilot. EnrollOak will select a small number of schools to participate in the intent to return pilot, but the common registration module is open to any school that would like to participate.

Accepted and agreed to by: American Indian Model Schools

Signature: _____

Name: _____

Title: _____

APPENDIX B:

Key Organization Contacts

In the spaces provided below please identify the key contacts in your organization for each of the following roles. If a staff member serves multiple roles, please enter their name and contact information for each role.

Representative for Oakland Enrolls Council: Each Charter Partner should have at least one member on the Oakland Enrolls Council. Ideally, council members have **decision-making authority** at their school and are well-informed about enrollment processes and challenges at their organization. Oakland Enrolls expects a council member to attend quarterly meetings to participate in key decision making.

Lottery Configuration Signatory: A person with **the authority to** review and approve final lottery preferences, weightings, and quotas prior to the Round 1 launch. For a multi-school organization, please list a lottery configuration signatory for each school.

Operations contact(s): Charter Partner may have as many operations contacts as needed. Operations contacts are staff at your organization who deal with applications and enrollment on a regular basis and need to be “in-the-know”. Please clearly identify the lead operations contact for each individual school in your organization (if applicable).

Special Education information: Each Charter Partner should identify an individual who Oakland Enrolls can contact when families have questions about Special Education services.

Registration and/or Intent to Return contact(s): If Charter Partner is participating in the Common Registration or Common Intent to Return processes, Charter Partner should identify an individual who Oakland Enrolls can contact when families have questions about Registration and/or Intent to Return.

Name:	School:
School Role/Title:	Email Address:
Phone Number:	Oakland Enrolls Role:

Name:	School:
School Role/Title:	Email Address:
Phone Number:	Oakland Enrolls Role:

Name:	School:
School Role/Title:	Email Address:
Phone Number:	Oakland Enrolls Role:

APPENDIX B (Cont.):

Name: School Role/Title: Phone Number:	School: Email Address: Oakland Enrolls Role:
Name: School Role/Title: Phone Number:	School: Email Address: Oakland Enrolls Role:
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Name: School Role/Title: Phone Number:	School: Email Address: Oakland Enrolls Role:
Name: School Role/Title: Phone Number:	School: Email Address: Oakland Enrolls Role:

APPENDIX C:

Policy Regarding Data Shared under the MOU

One of the purposes of the MOU is the sharing of information by Charter Partners with Oakland Enrolls to enable Oakland Enrolls to analyze enrollment data, in a manner that is consistent with the Family Education Records Privacy Act of 1974 ("FERPA"), in order to develop reports regarding application, offer, and acceptance patterns. Oakland Enrolls agrees to abide by the following policies with respect to certain data shared with it under the MOU.

1. In the performance of its services under the MOU, Oakland Enrolls may have access to or receive "Confidential Information," which shall include: (i) student data comprised of (a) directory information, or (b) aggregate and individual level student information, including information that identifies or could reasonably be used to identify a particular student; and (ii) school level data comprised of information or data not generally known to the public which identifies or could reasonably be used to identify a particular school. Confidential Information does not include any information that (x) is or becomes generally known or available by publication, commercial use or otherwise through no fault of each Party; (y) lawfully obtained by each Party from a third party who has the right to make such disclosure; or (z) is released for publication by another Party in writing.
2. Oakland Enrolls will exercise at least the same degree of care with respect to Confidential Information that it uses with its own data and confidential information, but in no event less than reasonable care, to protect the Confidential Information from unauthorized use or disclosure. For example, Oakland Enrolls agrees to limit internal distribution of Confidential Information only to its employees and agents who have a need to know, and to take reasonable steps to ensure that the dissemination is so limited.
3. When transmitting Confidential Information, Oakland Enrolls will take reasonable steps to ensure that the following things are done:
 - a. Confidential Information is encrypted prior to transmitting it electronically.
 - b. Descriptions of the Confidential Information are not included with passwords.
 - c. Physical copies of Confidential Information are secure under lock and key, or that other sufficient physical access control measures are in place to prevent unauthorized access.
 - d. Confidential Information stored on portable or removable electronic media, such as electronic CDs, DVDs, or flash drives, is encrypted and that such media is stored under lock and key or in another controlled manner to prevent unauthorized access.
 - e. That workstations and laptops are password protected and that enabling screen locks are activated.
4. Within five business days of becoming aware of an unauthorized use or disclosure of Confidential Information, Oakland Enrolls shall promptly provide an impacted Charter Partner with notice of the unauthorized use or disclosure. In the event of an unauthorized use or disclosure, Oakland Enrolls shall cooperate with a remediation that Charter Partner reasonably determines is necessary to fulfill any reporting obligations required by law and to mitigate any effects of such unauthorized use or disclosure of the Confidential Information, including measures necessary to restore good will with teachers, students, or other stakeholders.

APPENDIX D:

Screen 1

General Information and Verification

[Welcome to the online registration process!](#)

To complete this packet please have all required documents ready.
If you need assistance completing the packet, please contact your school.

PART I: STUDENT AND FAMILY INFORMATION

This information may already be pre-filled. Please review and make changes if necessary.

Today's Date *
May 1 2018

Student Birth Date *
March 1 2005

Student Next Grade Level *
Eighth Grade

Student First Name *
John

Student Middle Name

Student Last Name *
Doe

Student Gender *
Male

Child Birthplace: City, State and Country *
Oakland, CA, USA

The location that your child was born.

Guardian's Information

Please enter parent/guardian information. If already pre-filled, please review.

This is a screenshot of the common registration module from the parent's perspective. As noted in the description above, most of the sections are pre-filled from the application to help complete the registration packet. The Oakland Unified School District and a few participating charter schools, used SchoolMint's registration module for the 2018-2019 School Year. Online enrollment benefits both schools and families by making registration more accessible, easier, and friendlier.

Screen 2

Registration status for **John Doe**
Academy, Sixth Grade

Edit Registration Send Email/Text Message Sync to SIS

Item #	Item	Type	Status	Verified
1	Welcome to the Online Registration!	Form	Unstarted	<input type="checkbox"/>
2	General Information and Verification	Form	Completed	<input type="checkbox"/>
3	Grade Verification: (view document)	Document Upload	Uploaded	<input type="checkbox"/>
4	Please upload a copy or picture of the child's Birth Certificate. (view document)	Document Upload	Uploaded	<input type="checkbox"/>
5	Upload multiple documents as one file here:	Document Upload	No Upload	<input type="checkbox"/>
6	Residence Verification Document #1 (view document)	Document Upload	Uploaded	<input type="checkbox"/>
7	Residence Verification Document #2 (view document)	Document Upload	Uploaded	<input type="checkbox"/>

This is a screenshot of the registration checklist from a school administrator's perspective. Administrators will have the ability to verify all registration documents online and can easily communicate with families regarding any missing documentation.

Once the registration packet is verified, the family will be updated with a new status, "Registration Verified". The status will inform families that all of their registration documentation has been reviewed and accepted by the school. All verified registration packets can be effortlessly transferred from School Mint onto the school's Student Integration Systems.

Screen 3

The screenshot shows a 'Student Dashboard' interface. At the top right, it says '* = Required'. Below this is a list of seven registration packet tabs, each with a title, a brief description, and a dropdown arrow. At the bottom of the dashboard are three buttons: 'Cancel', 'Save and Continue Later', and 'Submit Forms'.

Tab Title	Description
Welcome to the Online Registration!	-List of requirements
General Information and Verification	-Pre-filled student and guardian information
Emergency Information	-Emergency Contacts
Student Background Information	-Student Health and Language
Permissions & Certification	-School permissions and student contracts
Exams and Immunizations	-Immunization copies
Household Income Data	-Household information

This screenshot includes a list of all the Common Registration packet tabs. Participating charter schools can add their custom/school specific questions in a separate form.

If you would like to see all of the forms in the Oakland Enrolls Common Registration packet, please contact leticia.martinez@enrolloak.org.

APPENDIX E:

Oakland Enrolls Multi Org Access

Purpose: Building on the MOU, this document will help establish a clear understanding about the permissions and access levels Oakland Enrolls has while logged into participating school organization SchoolMint portals.

Overview: To improve Oakland Enrolls ability to support school organizations participating in the Common Application, SchoolMint has implemented an enhancement that simplifies how Oakland Enrolls can access portals of participating school organizations. Once logged into a participating school organization portal, Enroll Oakland (OE admin) can perform the following actions (Yes). Please review this document and follow-up with Luis.Rodriguez@enrolloak.org if you have questions or concerns.

AREA	Yes or No	Notes
Edits to Student Family Information		
Can this OE admin edit information about existing guardians?	Yes	
Can this OE admin add new guardians to an existing applicant account?	Yes	
Can this OE admin edit information about a student like name, date of birth, and address?	Yes	
Can this OE admin update the account login?	Yes	
Can this OE admin update the account password?	Yes	
Can this OE admin update the account preferred language?	Yes	
Application Processing		
Can this OE admin edit application data?	Yes	
Can this OE admin attach sibling information to an application?	Yes	
Can this OE admin leave a note on an applicant's profile?	Yes	
Can this OE admin assign or remove priorities?	Yes	
Can this OE admin approve priorities?	NO	
Can this OE admin change the status of an application (revert to previous status)?	Yes	

Lottery Management		
Can this OE admin view the lottery configuration?	Yes	
Can this OE admin modify the lottery configuration?	NO	
Can this OE admin view the results of the lottery?	Yes	
Can this OE admin make offers to eligible applicants?	NO	Only participating schools will make offers to eligible applicants
Can this OE admin accept / reject offers on behalf of parents?	Yes	
Can this OE admin rescind offers?	Yes	
Communications		
Can this OE admin send school specific communications to families?	NO	Oakland Enrolls only sends bulk communications to families that are not school specific in SchoolMint
Can this OE admin view the communications log to see messages that were previously sent?	Yes	
Can this OE admin edit school specific automated messages that get sent when triggered?	NO	Oakland Enrolls creates standard automated messaging, schools may customize
Settings		
Can this OE admin add new schools or edit information about existing schools (including grade levels)?	NO	
Can this OE admin create new or edit existing school specific forms, including application templates?	NO	Oakland Enrolls can edit the Common Registration and Common Re Enrollment forms
Can this OE admin update the enrollment calendar dates (application open/close, enrollment open/close, etc.)?	Yes	
Can this OE admin create new events or edit existing events that families can RSVP to?	NO	