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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving

Memo

To Board of Education
From Jacqueline Minor, General Counsel
Board Meeting Date April 13, 2016
Subject **Memorandum Of Understanding, Collaboration, Partnership, Family Engagement And Sharing Of Information Between The Housing Authority Of The City Of Oakland And The Oakland Unified School District**

Action Requested **Approval of Memorandum Of Understanding, Collaboration, Partnership, Family Engagement And Sharing Of Information Between The Housing Authority Of The City Of Oakland And The Oakland Unified School District**

Background and Discussion OHA will continue to provide information and data to OUSD of individuals between the ages of 2 and 19 years of age whose families or guardians receive assistance through the Public Housing Authority and Housing Choice Voucher programs. Following the receipt of information from OHA, OUSD will continue to provide the directory information and data to OHA for students enrolled in an OUSD school who also receives assistance through the Public Housing or Housing Choice Voucher programs in order to improve educational opportunities and outcomes for the children and the families served by both parties.

The term of the MOU from July 1, 2016 through June 30, 2021.

Recommendation **Approval of Memorandum Of Understanding, Collaboration, Partnership, Family Engagement And Sharing Of Information Between The Housing Authority Of The City Of Oakland And The Oakland Unified School District**

Fiscal Impact No funding impact.

Attachments

- Memorandum of Understanding



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. 16-0641

Department: Legal

Vendor Name: The Oakland Housing Authority

Contract Term: Start Date: 07-01-2016 End Date: 06-30-2021

Annual Cost: \$ 0

Approved by: General Counsel

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Sole vendor for this purpose.

Summarize the services this Vendor will be providing.

The Oakland Housing Authority will provide information and data to OUSD of individuals between the ages of 2 and 19 years of age whose families or guardians receive assistance through the Public Housing Authority and Housing Choice Voucher programs. The Oakland Housing Authority will continue to provide information and data for students enrolled in OUSD schools who receive assistance through the Public Housing or Housing Choice Voucher programs in order to improve educational opportunities and outcomes for the children and families served by both parties.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

**MEMORANDUM OF UNDERSTANDING
COLLABORATION, PARTNERSHIP, FAMILY ENGAGEMENT
AND
SHARING OF INFORMATION
Between
THE HOUSING AUTHORITY OF THE CITY OF OAKLAND
And
THE OAKLAND UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding for Sharing of Information (the "MOU"), dated for convenience as July 1, 2016, is made by and between the Housing Authority of the City of Oakland ("OHA"), a public body corporate and politic, and the Oakland Unified School District ("OUSD"), a Unified School District and a political subdivision of the State of California. OHA and OUSD are sometimes referred to in this MOU individually as a "Party" and collectively as the "Parties".

RECITALS

A. OHA owns and operates public housing in the City of Oakland (the "City") and additionally administers the Housing Choice Voucher (Section 8) Program, the Project Based Voucher (PBV) program, and other OHA affordable housing programs supporting lower income students and their families in the City;

B. OUSD operates the public school system in the City, and seeks to build a Full Service Community District focused on high academic achievement while serving the whole child, eliminating inequity, and providing each child with excellent teachers, every day.

C. OHA was established in 1938 by the State of California to serve the City of Oakland to assure the availability of quality housing for low-income persons and to promote the civic involvement and economic self-sufficiency of residents and to further the expansion of affordable housing within Oakland.

D. A large number of families residing in OHA housing and receive assistance through the Housing Choice Voucher, Project Based Voucher and other OHA affordable housing programs, have children who attend OUSD schools;

E. OHA and OUSD desire to collaborate on activities to improve the educational opportunities and outcomes of the children whose families receive housing through OHA;

F. In order to achieve an effective collaboration and facilitate the success of the families and students, OHA and OUSD need to share information about the children that may otherwise be prohibited from disclosure;

G. OUSD maintains student records in accordance with all applicable federal and state laws and regulations. Such student records are confidential as provided under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 C.F.R. Part 99; and California Education Code §§ 49060 *et seq.*

H. California Education Code §§ 49061 and 49073 authorizes OUSD to release certain student records known as "directory information" to certain entities, including governmental agencies with a need to know;

I. The California Public Records Act, at Government Code Section 6254.5(e), authorizes OHA to disclose otherwise confidential information to another government agency so long as that agency agrees to keep the information confidential and limits access to it to certain specified staff members.

J. The sharing of information by government agencies pursuant to Government Code Section 6254.5(e) does not constitute a waiver of the exemption of such information from any future disclosure or from disclosure to any other entity or individual.

K. OUSD agrees to provide certain directory information to OHA as specified in this MOU.

L. OHA agrees to provide the information specified in this MOU to OUSD in consideration for OUSD's agreement to keep the information confidential as provided in Section 4 of this MOU.

Now therefore, the Parties agree to the following:

1. Purpose

The purpose of this MOU is to set forth the relationship and responsibilities of the Parties for the sharing of data that facilitates the identification of the children and families that are served by both OHA and OUSD. The data will be used to develop new activities to improve educational opportunities and outcomes for the children and the families served by both Parties.

2. Provision of Information by OHA

OHA agrees to provide the following information and data to OUSD: Name, date of birth, and address of individuals between the ages of 2 and 19 years of age whose families or guardians receive assistance through the Public Housing, Housing Choice Voucher, Project Based Voucher and other OHA affordable housing programs (the "OHA-Provided Information").

3. Provision of Information by OUSD

Following the receipt of information from OHA, OUSD agrees to provide the following directory information and data to OHA: Name, date of birth, address, school, grade level, and attendance record, for students enrolled in an OUSD Child Development Center (CDC) or an elementary, middle, high, or alternative school who also receives assistance through the Public Housing, Housing Choice Voucher, Project Based Voucher, and other OHA affordable housing programs. In addition, OUSD agrees to provide aggregate data, sufficient to maintain privacy and confidentiality, on the results of OUSD benchmark and

state testing assessments including the Common Core State Standards (CCSS) Smarter Balance Assessment Consortium (SBAC) and the California Standards Test (CST) for students enrolled in an OUSD Child Development Center (CDC) or an elementary, middle, high, or alternative school who also receives assistance through the Public Housing, Housing Choice Voucher, Project Based Voucher and other OHA Local Affordable Housing Programs (the "OUSD-Provided Information").

4. Agreement to keep information confidential

A. OHA and OUSD agree that each entity shall comply with applicable federal and state laws relating to the confidentiality of the OHA-Provided Information and the OUSD-Provided Information.

B. Both Parties further agree that all information exchanged shall only be used for the purposes intended by this MOU, to limit disclosure of the exchanged information within its own organization to its directors, officers and employees who have a need to know, and to not disclose any information to any third party (whether an individual, corporation, or other entity) without the express prior written consent of the other Party. Each Party shall satisfy its obligations under this Paragraph 4B if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees and others who are permitted access to or use of the OHA-Provided Information and/or the OUSD-Provided Information.

5. Duration of this MOU

This MOU shall be in effect for five years, for the term from July 1, 2016 through June 30, 2021. After the initial five year term, the Agreement may be renewed by mutual agreement of the Parties.

6. Amendments

Any amendments or modifications to this MOU must be mutually agreed upon by the Parties in writing.

7. Termination

Either Party may terminate this MOU without cause at any time by giving thirty days prior written notice to the other Party of such termination and specifying the effective termination date.

8. Indemnification/Hold-harmless

Both Parties agree to indemnify the other Party and each other's commissioners, board members, officers, agents and employees against, and to hold the same free and harmless from, any and all claims, demands, damages, injuries, losses, costs, expenses, actions or liabilities caused through their respective omission, negligence, intentional conduct.

9. Governing Law.

This MOU shall be governed by the laws of the State of California.

10. Notice.

Formal notices, demands, and communications between OHA and OUSD shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by reputable overnight delivery service, return receipt requested, or delivered personally with a delivery receipt, to the offices of OHA and OUSD as follows:

OHA
Housing Authority of the City of Oakland
1619 Harrison Street
Oakland, CA 94612
Attn: Eric Johnson

OUSD
Oakland Unified School District
1000 Broadway
Room 600
Oakland, CA 94607
Attn: Jean Wing

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

11. Multiple Originals; Counterparts.

This MOU may be executed in counterparts, each of which shall be deemed to be an original.

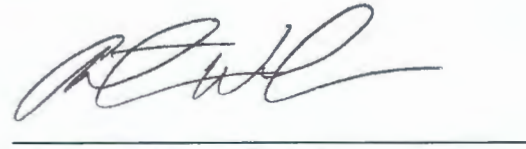
IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized officers as of the day and year first above written.

Housing Authority of the City of Oakland,
a public body, corporate and politic

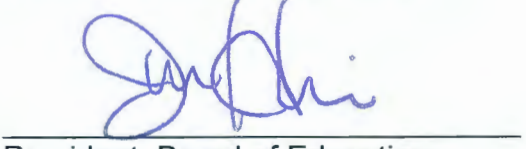


Eric Johnson, Executive Director

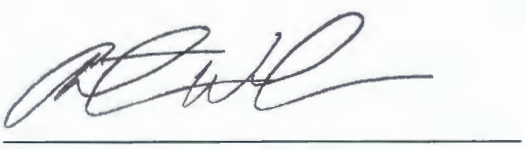
Oakland Unified School District,



Antwan Wilson, Superintendent

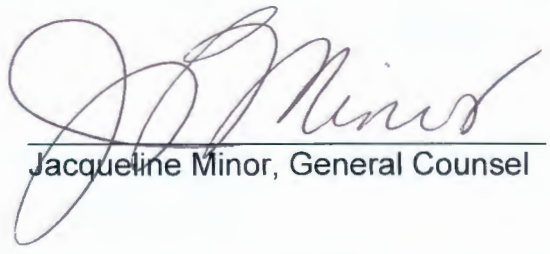


President, Board of Education
Oakland Unified School District



Secretary, Board of Education
Oakland Unified School District

Approved As to Form



Jacqueline Minor, General Counsel

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By: 