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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Nancy Lai, Director of TK-12 Language and Literacy, English, History, and Library Services
Rinat Fried, Research Associate 0-8

Board Meeting Date January 9, 2019

Subject Memorandum of Understanding and Data Sharing Agreement
Family Engagement Lab
Services For: Continuous School Improvement

Action Requested and Recommendation Approval by the Board of Education of the Memorandum of Understanding and Data Sharing Agreement between the District and The Family Engagement Lab, San Francisco, CA, for the latter to provide a tool for teachers to send curriculum-aligned text messages to families in their home language that coordinate with the OUSD's elementary literacy scope and sequence. FASTalk messages also include tips and strategies for families to support student social and emotional development. The FastTalk text messaging program is supported in full in 2018-19 by the Kenneth T. Rainin Foundation. The contract amount is \$7,500. The program is voluntary for schools, teachers and parents. The program was offered to all 54 OUSD elementary schools in 2018-19 and twenty-six schools elected to participate for the period of September 18, 2019 through June 30, 2021, in an amount not to exceed \$7,500.00.

Background
(Why do we need these services? Why have you selected this vendor?)

FASTalk builds key student literacy skills by building the capacity of diverse families to understand the key skills their child is learning, and support classroom learning at home. The Family Engagement Lab has worked for the past two years to create a "playlist" of text messages that reflects the ELA scope and sequence for the early elementary grades. At participating schools, these parent-friendly messages are sent three times a week to parents. The goal of our partnership with The Family Engagement Lab is to ensure that elementary school parents have sufficient information about grade-level standards to support their children's learning. FastTalk supports robust, academically focused parent-teacher communication for all parents, especially parents who do not speak the same language as their child's teacher as all messages are translated in the parents' home language. Participation program is voluntary and parents can withdraw at anytime.

Competitively Bid Was this contract competitively bid? No
If no, exception:

Fiscal Impact Funding resource(s): FastTalk is currently funded entirely through grant funds provided by The Rainin Foundation who underwriting the cost of the program in 2018-19 in the amount of \$7,500.00.

Attachments

- Memorandum of Understanding
- Data Sharing Agreement
- Presentation: Improve Oakland Literacy with FASTalk

**MEMORANDUM OF UNDERSTANDING BETWEEN A PARTNER ORGANIZATION OR
INDIVIDUAL AND OAKLAND UNIFIED SCHOOL DISTRICT**

I. Parties

The purpose of this Memorandum of Understanding (“MOU”) is to establish a relationship between Oakland Unified School District (“OUSD”) and Family Engagement Lab (CONTRACTOR).

WHEREAS, the CONTRACTOR’s services or program described in this MOU will be provided at no cost to OUSD (or students or parents unless otherwise agreed upon by both parties); and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said program(s) selected in Section II of the MOU.

II. Program Name(s)

Unless otherwise agreed to in writing by the parties, the Program(s) governed by this MOU are the following:

All OUSD Schools will receive services from CONTRACTOR using a program, “FASTalk”.

III. CONTRACTOR Responsibilities/Scope of Services

A. Provide a description of the services that your program(s) will be providing to OUSD. Please be specific by answering all of the following questions.

1. A brief description of the type of services your program(s) will provide to OUSD. (attach detailed description as Exhibit A: Scope of Work):

FASTalk from Family Engagement Lab is a tool for teachers to send curriculum-aligned text messages to families in their home language. Family Engagement Lab will work with OUSD’s English Language Arts/Literacy team to develop a playlist of text messages that coordinate with the OUSD’s elementary literacy scope and sequence and coordinate with OUSD’s translation team. FASTalk messages also include tips and strategies for families to support student social and emotional development. Family Engagement Lab will train participating teachers to use FASTalk, and pre-load and schedule playlists for participating teachers. Families receive messages three times per week in their home language. Teachers will receive weekly summary emails of the messages sent and any responses from parents. FASTalk builds key student literacy skills by building the capacity of diverse families to understand the key skills their child is learning, and support classroom learning at home.

2. Provide a brief description of your organization:
Family Engagement Lab's vision is for every student to have access to meaningful at-home learning opportunities that promote their social, emotional, and academic skill development.

At-home learning supported by families is critical to student success. Parent involvement at home has more than twice the effect on student test scores than parents' education level or socio-economic status (Melhuish, et al., 2008).

Family Engagement Lab is committed to supporting high-need families and communities. 82% of students served qualify for free or reduced-price lunch compared to 51.3% national average. FASTalk helps families learn strategies to support learning, including: Building critical academic skills, cultivating learning mindsets and habits, and practicing social and emotional skills.

3. The relevant experience of the CONTRACTOR personnel that will be providing the services:

Has been used by Alameda Unified School District, Education for Change Public Schools, and is partners with Great! Schools and Yale Center for Emotional Intelligence.

4. Please disclose all costs to parents or students (if applicable). If no such costs, leave blank or write "N/A."

N/A

5. Please check all of the expectations or goals below that are in agreement with your program's services.

- Ensure a high quality instructional core
- ✓ Develop student's social health/skills
- ✓ Develop student's emotional health
- Develop student's physical health
- ✓ Develop student's cognitive and academic skills
- ✓ Create equitable opportunities for learning
- ✓ Ensure, maintain, or support high quality and effective instruction
- ✓ Prepare students for success in college and careers
- ✓ Help ensure, create, and/or sustain safe, healthy and supportive schools
- Create accountability for quality
- Help create full service community schools in OUSD
- Increase, raise graduation rates
- ✓ Other: Engage diverse families in their child's learning

- B. Ensure that all CONTRACTOR personnel, including subcontractors, will comply with any policy and systems in place at OUSD and School(s). This includes, but is not limited to the following:

1. **Drug and Smoke Free**—No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs at these School(s).
2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR's services under this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital

status, sexual orientation, gender, age, or other legally protected class. Therefore, the CONTRACTOR agrees to comply with all applicable Federal and California laws.

3. **Conflict of Interest**—CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict arises.
4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe all District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.

- C. **Tuberculosis Screening:** CONTRACTOR is required to screen employees and agents who will be present at OUSD sites during the current school year. CONTRACTOR affirms that each person has current proof of negative TB testing on file and TB results are monitored. Please see **Section IV** for the relevant documentation that is required.
- D. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this MOU. CONTRACTOR certifies its compliance with these provisions as follows:

CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the MOU, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1.

CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this MOU. [Please see **Section IV** for the relevant documentation that is required.]

In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any CONTRACTOR related person, employee, representative or agent from any OUSD school; site; and/or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

- E. **Insurance**

1. **General Liability:** ***EITHER*** (a) CONTRACTOR maintains general liability insurance that names OUSD as an additional insured, for operations, students, volunteers, and personnel at location where CONTRACTOR provides programs/services with at least \$1 Million in coverage, and furnish certificate of said insurance to OUSD ***OR*** (b) CONTRACTOR is not required to maintain general liability insurance under this MOU if the Risk Management Officer signs a waiver of insurance. Please see **Section IV** for the relevant documentation that is required.
2. **Workers' Compensation:** If CONTRACTOR employs any person to perform work in connection with this MOU, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and federal laws, when applicable. The CONTRACTORS' Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Please see **Section IV** for the relevant documentation that is required.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- F. **Communication**—CONTRACTOR agrees to communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with the School(s) and OUSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or OUSD staff, CONTRACTOR shall provide reasonable data and information to students participating in the CONTRACTOR's program.
- G. **Confidentiality**—CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of OUSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student in the CONTRACTOR's program as a participant could be made.
- H. **Register With/Update Community Partner Platform**—In order to maintain accurate up-to-date information on the services provided, Contractor shall register in OUSD's Community Partner Platform database, update schools of operation prior to commencing services during subsequent school years, and update during the current school year when Contractor's schools of operation change.

IV. Required Documents

CONTRACTOR CANNOT commence the services agreed to in this MOU until it has submitted the following documents:

A. TB and Fingerprinting Clearance:

Contractor (Individual):

- Submit clearance letter from authorized agency verifying individual has been Fingerprinted/Criminal Background Checked for this current fiscal year. Additionally, please provide documentation from health care provider showing negative TB status of individual within the last four years.

Contractor (Agency):

- Attach clearance letter from Agency/Community-Based Organization/Non-Profit Organization on agency letterhead verifying all personnel, including subcontractors, have been Fingerprinted/Criminal Background Checked and have TB clearance for this current fiscal year and signed by authorized personnel.

B. Insurance:

Contractor (Individual/Agency):

- Please attach documentation of either proof of insurance, or a waiver signed by the Risk Management Officer. The additional insured address must read: Oakland Unified School District, Attention: Risk Management, 1000 Broadway Suite 440, Oakland, CA 94607. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

V. Responsibilities of Oakland Unified School District

- A. **Space**—Provide a suitable classroom or space at the participating School(s), to be agreed upon by School(s) and the CONTRACTOR.
- B. **Janitorial Service**—Provide necessary services to maintain this space, which may include janitorial services, maintenance, utilities, and technology support.

VI. Duration

This MOU is for the 9/18/2018 – 6/30/2021 period.

VII. Termination

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This MOU may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

VIII. Defense/Indemnity/Hold Harmless

Each party to this MOU agrees to defend, indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such

claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

IX. Jurisdiction

This MOU shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court or the United States District Court for the Northern District of California shall have jurisdiction over any civil action arising out of or relating to this MOU.

X. Notices

Any notice provided for in this MOU shall be in writing and effective upon receipt at the address set forth below in this section, delivered by any of the following means: personal delivery; certified U.S. mail, return receipt requested; or electronic mail. Either party may change the addresses below by giving notice of such change pursuant to this section.

CONTRACTOR

Contact: Vidya Sundaram _____
Title: co-founder and CEO _____
Address: 548 Market Street #42210 _____
San Francisco CA 94104 _____
E-mail: vidya@familyengagementlab.org _____

DISTRICT

Contact: Marion McWilliams
Title: General Counsel
Address: Office of the General Counsel
1000 Broadway, Suite 680
Oakland, CA 94607
Phone: 510-879-8535
Fax: 510-879-4046

XI. Liability

Other than as provided in this Agreement, OUSD’s financial obligations under this Agreement shall be limited to the payment of the compensation 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 for the services performed in connection with this Agreement.

XII. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

CONTRACTOR certifies to the best of his/her/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 contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

XIII. Integration and Modification

This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This MOU may be amended or modified only in writing, signed by both Parties.

XIV. Assignment

The rights and obligations of the each Party under this MOU shall not be assigned without the express prior written consent of the other Party.

XV. Waiver

No delay or omission by either Party in exercising any right under this MOU shall operate as a waiver of that or any other right provided for in this MOU.

XVI. No Rights in Third Parties

This MOU does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

XVII. Counterparts

This MOU and all amendments and modifications to it may be executed in counterparts, and all counterparts together shall be construed as one document.

XVIII. Intellectual Property

During the term of this MOU, any works created by or inventions of Contractor, his agents or employees, within the scope of the work contracted herein shall belong to the District together with all associated copy rights and patents. Contractor shall not publish any aspect of the work performed hereunder without prior written consent of the District.

XIX. Relationship of Parties

This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

XX. Signature Authority

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

XXI. Incorporation of Recitals and Exhibits

The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR 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.

XXII. Public Document

This contract, its contents, and all incorporated documents are public documents and are subject to public disclosure.

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

By: _____ Dated: _____ (MM/DD/YYYY)

(Print Name & Title)

(OUSD -Research and Assessment Department)

By: *Vidya Sundaram* Dated: 10 / 02 / 2018 (MM/DD/YYYY)
Vidya Sundaram, co-founder and CEO (Print Name & Title)

[Signature] 10 / 02 / 2018 (Contractor – Family Engagement Labs)
President, GreatSchools, Inc. (parent company)

Required: Approval as to form by Office of the General Counsel, Oakland Unified School District

Aimee Eng 1/10/19
Aimee Eng
President, Board of Education

[Signature] 1/10/19
Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By: *[Signature]* 12.19.18
Amy Brandt, Attorney at Law

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>

**DATA SHARING AGREEMENT
BY AND BETWEEN FAMILY ENGAGEMENT LABS AND OAKLAND
UNIFIED SCHOOL DISTRICT**

I. PARTIES

This Data Sharing Agreement (“Agreement”) establishes the terms by which data will be shared between Family Engagement Labs (“RECIPIENT”) and Oakland Unified School District (“OUSD” or “DISTRICT”) (collectively referred herein as “the Parties”).

This Agreement is further to the Memorandum of Understanding/Professional Service Agreement entered into by the Parties on October 2, 2018.

II. PURPOSE

OUSD shall share data with Family Engagement Labs in support of its use of FASTalk. FASTalk from Family Engagement Lab is a tool for teachers to send curriculum-aligned text messages to families in their home language. Family Engagement Lab will work with OUSD’s English Language Arts/Literacy team to develop a playlist of text messages that coordinate with the OUSD’s elementary literacy scope and sequence and coordinate with OUSD’s translation team. FASTalk messages also include tips and strategies for families to support student social and emotional development. Family Engagement Lab will train participating teachers to use FASTalk, and pre-load and schedule playlists for participating teachers. Families receive messages three times per week in their home language. Teachers will receive weekly summary emails of the messages sent and any responses from parents. FASTalk builds key student literacy skills by building the capacity of diverse families to understand the key skills their child is learning, and support classroom learning at home.

III. TERM

The term of this Agreement shall be from September 18, 2018 to June 30, 2021. The term may be extended with the written consent of both Parties.

IV. CONTENT/SCOPE OF SERVICE

Subject to the conditions stated herein, the Parties agree to share the following data:

- Student First Name
- Student Last Name
- Student Unique Identifier
- Student Grade
- Student's Assigned Teacher's Name and Email
- Student Contact First Name
- Student Contact Last Name
- Student Contact Mobile Phone Number
- Student Contact Email

Student Contact Home Language
Student Contact Relationship to student

V. FERPA – PERSONALLY IDENTIFIABLE INFORMATION

- ✓ The data to be shared under this Agreement does **not** include personally identifiable information of students as defined under the Family Education Records Privacy Act of 1974 (“FERPA”) (see 20 U.S.C. § 1232g).
- ✓ The data to be shared under this Agreement **does** include personally identifiable information of students as defined under the Family Education Records Privacy Act of 1974 (“FERPA”) (see 20 U.S.C. § 1232g). Disclosure is permitted based on the following exemption (check all that apply):
 - ✓ RECIPIENT is a contractor, consultant, volunteer, or other party to whom the DISTRICT has outsourced institutional services or functions and:
 - (1) Performs an institutional service or function for which the DISTRICT would otherwise use employees;
 - (2) Is under the direct control of DISTRICT with respect to the use and maintenance of education records; and
 - (3) Is subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and redisclosure of personally identifiable information from education records.
 - RECIPIENT receives personally identifiable student information in connection with financial aid for which the student has applied or which the student has received, and the information is necessary for such purposes as to:
 - (A) Determine eligibility for the aid;
 - (B) Determine the amount of the aid;
 - (C) Determine the conditions for the aid; or
 - (D) Enforce the terms and conditions of the aid.
 - RECIPIENT is an organization conducting studies for, or on behalf of the DISTRICT to:
 - (A) Develop, validate, or administer predictive tests;
 - (B) Administer student aid programs; or
 - (C) Improve instruction.

AND

RECIPIENT further agrees:

(A) The study shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the RECIPIENT who have legitimate interests in the information;

(B) The information shall be destroyed when no longer needed for the purposes for which the study was conducted; and

(C) The RECIPIENT shall use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in this Agreement.

- RECIPIENT is, subject to the requirements of 34 C.F.R. § 99.34, to officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled and the disclosure is for purposes related to the student's enrollment or transfer.
- RECIPIENT is, subject to the requirements of 34 C.F.R. § 99.35, an authorized representative of:
 - (i) The Comptroller General of the United States;
 - (ii) The Attorney General of the United States;
 - (iii) The Secretary; or
 - (iv) State and local educational authorities.
- RECIPIENT will first obtain written consent from the student's parent/legal guardian (or the student if s/he is no longer a minor) and provide copies to the DISTRICT. The consent form will identify with specificity the information to be disclosed.

VI. DIRECTORY INFORMATION

- ✓ The data to be shared under this Agreement includes identifiable "directory information" as defined under 20 U.S. Code § 1232g (a)(5). Such information may include the student's:
 - name,
 - address,
 - telephone listing,
 - date and place of birth,
 - major field of study,
 - participation in officially recognized activities and sports,
 - weight and height of members of athletic teams,
 - dates of attendance,
 - degrees and awards received, and/or
 - the most recent previous educational agency or institution attended by the student.

- a. The Parties understand that the following information is not “directory information” and cannot be disclosed as identifiable information unless an exemption applies under Section IV above:
 - ethnicity or race
 - gender
 - nationality
 - social security number
 - religious affiliation
 - grades or grade point average (GPA)

- b. **Public Notice.** Prior to disclosure of directory information, the District shall give public notice on an annual basis which identifies the categories of such information and the RECIPIENT. Parents shall have a reasonable period of time after such notice has been given for to inform the DISTRICT that any or all of the information designated should not be released without the parent’s prior consent. (20 U.S. Code § 1232g (a)(5); see also California Education Code sections 49061, 49073.)

- c. **McKinney-Veto Homeless Assistance Act.** RECIPIENT shall not receive identifiable information (directory or otherwise) regarding students who are regarded as “homeless children and youths” under the McKinney-Veto Homeless Assistance Act (see 42 U.S. Code § 11434a) unless RECIPIENT obtains express written consent from the student’s parent/legal guardian (or the student if s/he is not a minor). Students covered under this requirement shall include:
 - i. children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
 - ii. children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of 42 U.S. Code § 11302(a)(2)(C));
 - iii. children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
 - iv. migratory children (as such term is defined in 20 U.S. Code § 6399) who qualify as homeless for the purposes of this part because the children are living in circumstances described in clauses (i) through (iii) above.

VII. COPPA

- a. To the extent RECIPIENT shall be obtaining data directly from students, RECIPIENT agrees to comply with all obligations (if applicable) of the Children’s Online Privacy Protection Act (15 U.S.C. §§ 6501–6506).

VIII. RECIPIENT'S RESPONSIBILITIES

- a. **Scope of Access.** Recipient shall obtain access to only those education records in which they have legitimate educational interests.
- b. **Compliance.** All RECIPIENT employees, contractors and agents of any kind shall comply with all applicable provisions of this Agreement, FERPA and any other state or federal laws with respect to the data shared under this Agreement. RECIPIENT agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor or agent with access to data pursuant to this Agreement. Nothing in this paragraph authorizes sharing data provided under this Agreement with any other entity for any purpose other than completing the RECIPIENT'S work under this Agreement.
- c. **Storage.** RECIPIENT shall maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from the RECIPIENT to any other institution or entity or unauthorized individual or agent. Any cloud storage or processing will require the express written consent of DISTRICT. Data from DISTRICT shall not be taken outside the United States.
- d. **Publication.** RECIPIENT shall not to disclose any data obtained under this Agreement in a manner that could identify an individual student, except as authorized by FERPA, to any other entity. RECIPIENT may publish results of general information (e.g., scope of participation), but specifically agrees to delete any data items that include identifiable student information, and to require all employees, contractors and agents of any kind to also abide by this paragraph.
- e. **Data Transfer.** Data provided under this Agreement shall be transferred via a secure and private channel.
- f. **Prohibited Disclosure.** RECIPIENT shall not provide any data obtained under this Agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under Sections 99.67(c), (d), or (e) of Title 34, Code of Federal Regulations.
- g. **Destruction of Data.** RECIPIENT shall destroy all data and provided verification in writing of the destruction of all copies of the data obtained under this Agreement to the DISTRICT within six (6) months if this Agreement is

terminated for any reason. All data no longer needed shall be destroyed or returned to the DISTRICT in compliance with 34 CFR Section 99.35(b)(2). RECIPIENT agrees to require all employees, contractors, or agents of any kind to comply with this provision.

- h. **Data Requests.** The DISTRICT may decline to comply with a request if it determines that providing the data requested would not be in the best interest of the DISTRICT. All requests shall include a written statement of the purpose for which it is requested and an estimation of the time needed to complete the project for which the data is requested. Data requests may be submitted in writing by post, electronic mail or facsimile.
- i. **Assignment/Subcontractors.** RECIPIENT shall not assign or subcontract this Agreement to any other entity without the express written consent of the DISTRICT.
- j. **Authorized Representative.** The Parties shall designate in writing a single authorized representative from each organization who will be able to send and request data under this Agreement. The authorized representatives shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the completion of any projects and the return or destruction data as required by this Agreement. The DISTRICT or its agents may upon request review the records required to be kept under this section.

DISTRICT REPRESENTATIVE
Name: Marion McWilliams
Title: General Counsel
Address: 1000 Broadway Suite 680
Oakland, CA 94607
Email: marion.mcwilliams@ousd.org

Telephone: 510-879-8538
Fax: 510-879-4046

RECIPIENT REPRESENTATIVE
Name: Cidya Sundaram
Title: Co-Founder and CEO
Address: 548 Market Street #42210
San Francisco, CA 94104
Email: vidya@familyengagementlab.org
Telephone: 650-283-9779
Fax: N/A

- k. **Termination.** This Agreement takes effect upon signature by the authorized representative of each party and will remain in effect until termination of this agreement (see Term above). The parties further understand that the DISTRICT may cancel this Agreement at any time, upon thirty (30) days' notice. The DISTRICT specifically reserves the right to cancel this Agreement should the DISTRICT, in its sole discretion, determine that student information has been released in a manner inconsistent with this Agreement, has not been maintained in a secure manner, or that substantially similar data access has become generally available through any other mechanism approved by the DISTRICT.

- l. **Ownership.** RECIPIENT understands that this Agreement does not convey ownership of data to the RECIPIENT. The DISTRICT shall remain owner of the data at all times.
- m. **Intellectual Property.** RECIPIENT shall not publish any work based on the data obtained through this Agreement without the prior written consent of the DISTRICT. In order to protect the confidentiality of previously identified directory information disclosed to the RECIPIENT, the authorized representatives agree to provide to the DISTRICT any proposed publications or presentations which are to make public any findings, data, or results based on the data obtained through this Agreement for the DISTRICT's review at least thirty (30) days prior to submission of said publication or the date of the presentation. The DISTRICT reserves the right to withdraw consent at any time.
- n. **Distribution.** RECIPIENT will provide the DISTRICT with an electronic copy of the final versions of any and all reports or other documents based on the data obtained through this Agreement (if applicable). The DISTRICT, as the owner of the data, reserves the right to distribute and otherwise use the final report and associated documents in its discretion, in sum or in part. The RECIPIENT or its agents retain the right to publish findings in other publications, provided that prior notice of report is first shared with the DISTRICT and the DISTRICT's approval is first obtained.
- o. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regards to data sharing 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.
- p. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- q. **Applicable Law.** This Agreement shall 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. Should any litigation be commenced between the parties hereto relating to the construction, effect, breach or enforcement of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.


DATA SHARING AGREEMENT
OAKLAND UNIFIED SCHOOL DISTRICT/FAMILY ENGAGEMENT LABS
Pg. 8 of 8

Entered into this 9th day of January 9, 2019.

Accepted on behalf of the Oakland Unified School District

By:  Date: 1/10/19

Kyla Johnson-Trammell, Superintendent+
Oakland Unified School District

 1/10/19
Aimee Eng
President, Board of Education

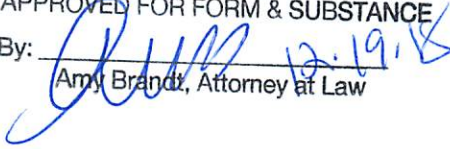
Accepted on behalf of the RECIPIENT

By:  Date: 10 / 02 / 2018

Vidya Sundaram, co-founder and CEO
Print Name, Title

By: _____ Date: _____
Authorized Representative

Print Name, Title

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By:  12.19.18
Amy Brandt, Attorney at Law

OUSD or the District verifies that
the Contractor does not appear on
the Excluded Parties List at
<https://www.sam.gov/>



Improve Oakland Literacy with FASTalk

A presentation from Family Engagement Lab, an Oakland-based nonprofit


Vidya Sundaram
Co-founder and CEO
vidya@familyengagementlab.org

FAMILY
ENGAGEMENT LAB



Agenda

- Why family engagement is critical to improving literacy outcomes
- What is FASTalk?
- FASTalk's success
- Vision for Oakland


**Family
Engagement Lab's
mission is to ignite
the power of
families to support
learning.**



Our work is generously supported by:



CHARLES AND LYNN
SCHUSTERMAN
FAMILY FOUNDATION

CHARLES AND HELEN
SCHWAB *foundation*

 **Greater Good
Science Center**

Carnegie
CORPORATION
OF NEW YORK

newschools
venture fund

 **J-PAL**
ABDUL LATIF JAMEEL POVERTY ACTION LAB
NORTH AMERICA

76%

Of 3rd - 5th graders qualifying for FRL in Oakland Unified did not meet ELA proficiency standards in 2017-18, making them less likely to graduate from high school and be prepared for college.

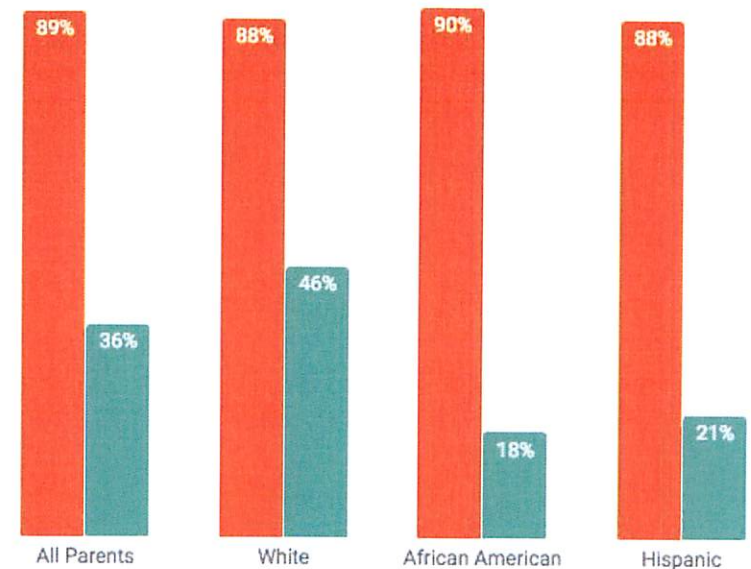
(34% of non-FRL 3rd - 5th graders did not meet the same standards.)

Source: OUSDData.org

9 in 10 parents think their children are achieving at or above grade level.

National data suggest otherwise.

READING

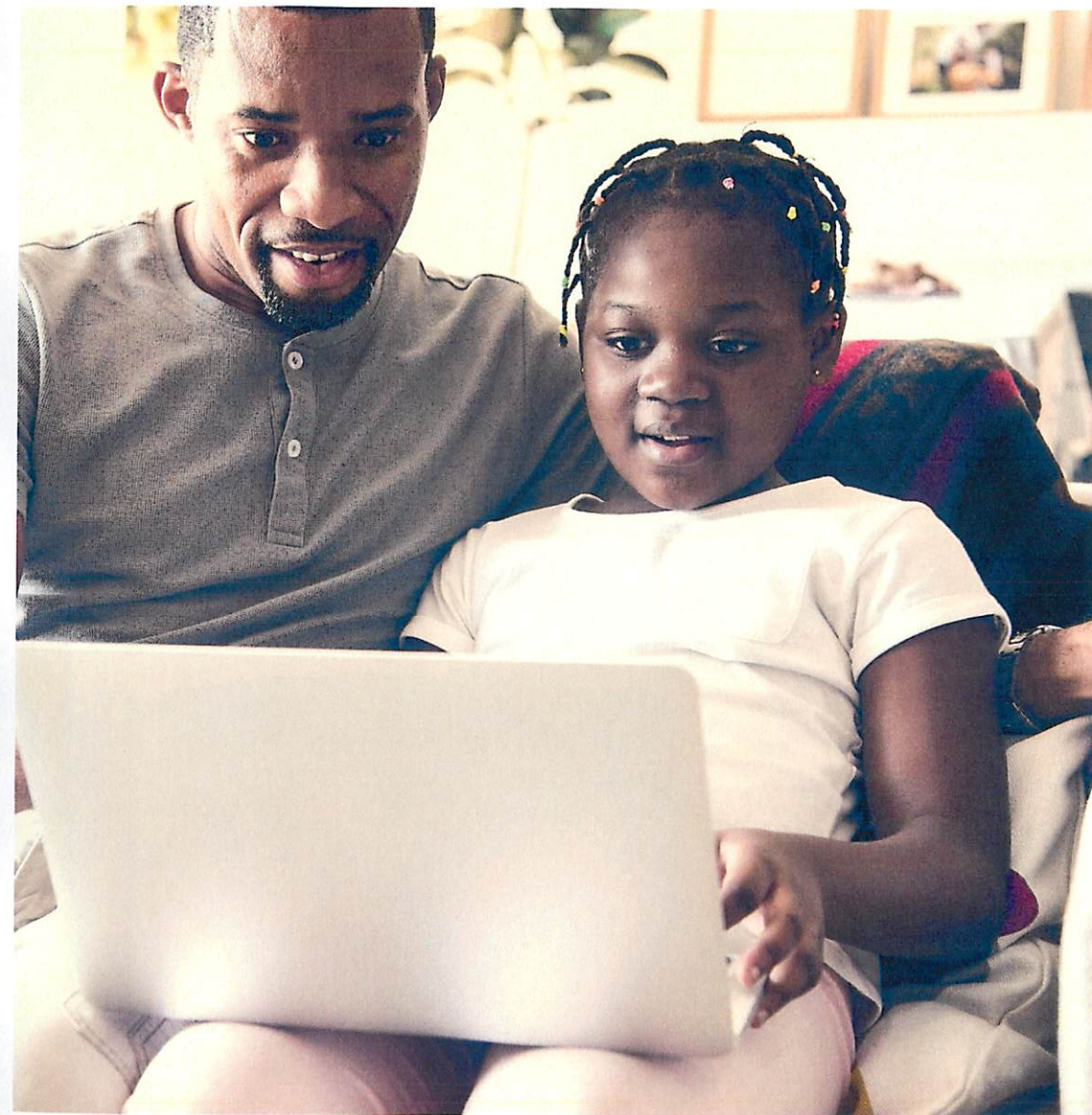


- Parents saying their child is at or above grade level
- 2015 NAEP reporting grade 4 student performance at or above proficient in this area

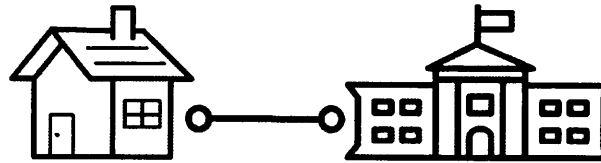
Source: Learning Heroes, 2017

Oakland parents want to know:

- What is my child supposed to be learning?
 - Is my child on track?
 - How can I help?
-



**FASTalk is an easy tool
to engage families in
at-home activities that
reinforce classroom
learning
and lead to improved
student ELA outcomes.**



FASTalk is modeled after a Stanford University research study among diverse families.

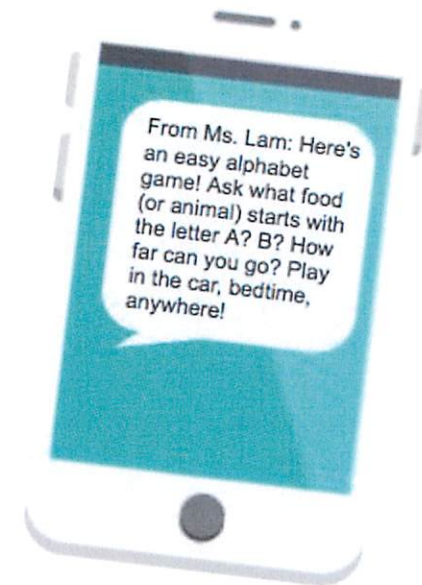
Students whose parents received weekly texts to support literacy at home were

2 to 3 months ahead of their peers on key literacy measures.

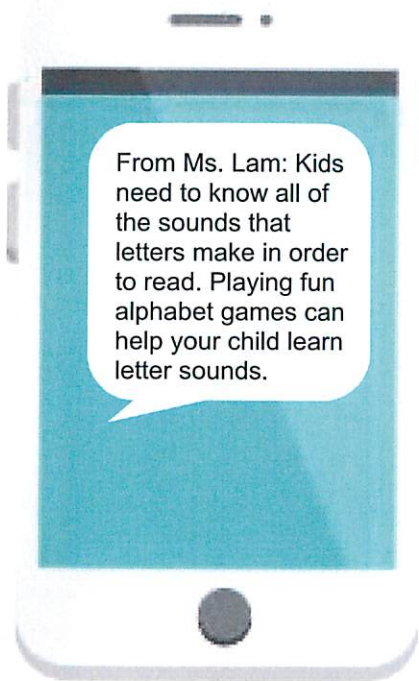


FASTalk features:

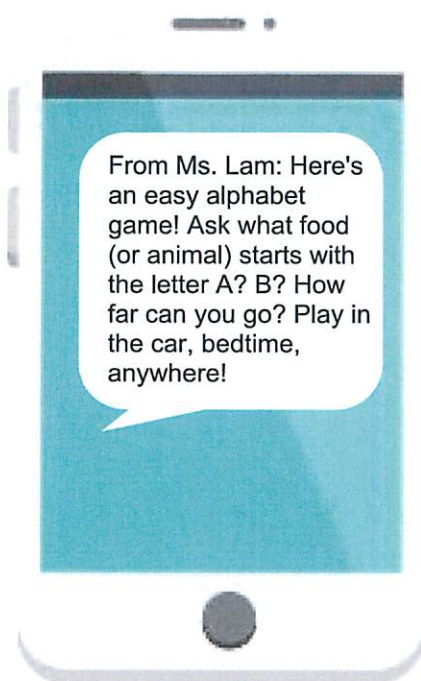
- Weekly parent-child learning activities coordinated with the school's or district's ELA curriculum
- **Easy for teachers, accessible for families:** pre-scheduled messages automatically sent to families over SMS
- FASTalk does not use the teacher's cell phone
- Support for 100+ languages
- Parent-teacher two-way messaging



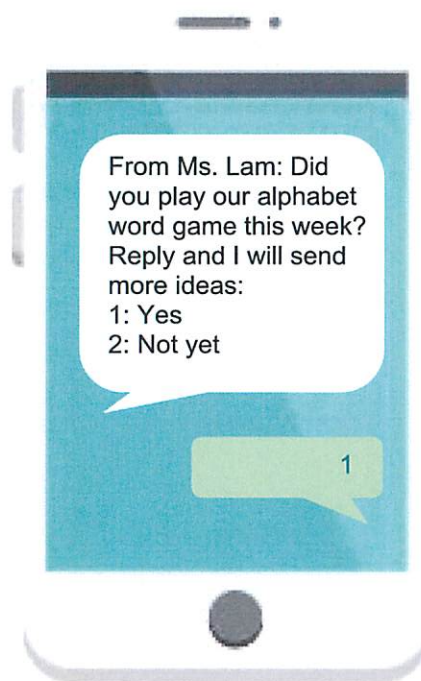
SAMPLE TEXT MESSAGES - KINDERGARTEN LITERACY



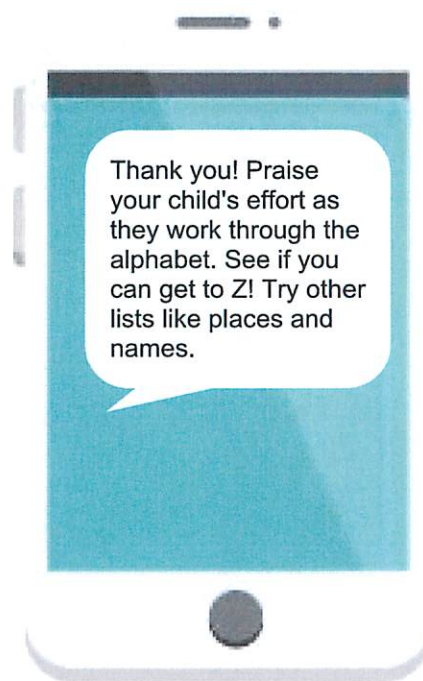
MONDAY



WEDNESDAY



FRIDAY



FRIDAY

FASTalk is unlike other tools & programs:

FASTalk is part of a “system of support” in early elementary literacy:

- Aligned with core instructional materials used in the classroom
- Demonstrated sustained buy-in from schools, teachers, and parents
- Strong impact on student literacy outcomes

FASTalk provides equitable access for economically and linguistically diverse families:

- Meets families where they are - on their mobile device, and activities can be done “on the go”
- Provides equitable access for families by bridging language barriers

FASTalk is incredibly easy for educators to implement:

- Requires little teacher time (less than 1 hour over the school year)
- FASTalk team provides full implementation support, saving time for district and school staff
- Highly scalable and cost-efficient model

FASTalk's success in 2017-18

—

FASTalk fosters year-round engagement focused on literacy

In 2017-18, 437 OUSD parents received 100+ encouraging text messages and polls to support literacy at home.

Messages were sent in 14 languages, including Spanish, Arabic, Vietnamese, Chinese, and more.

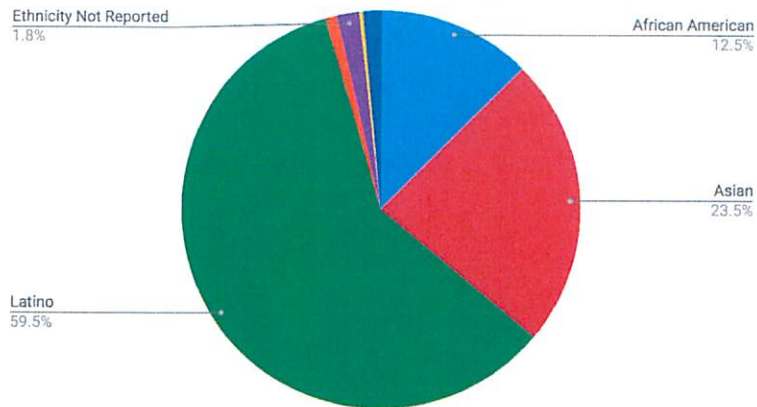


FASTalk reaches and engages diverse families

- Ethnic groups

- Latino: 60%
- Asian: 24%
- African-American: 12%

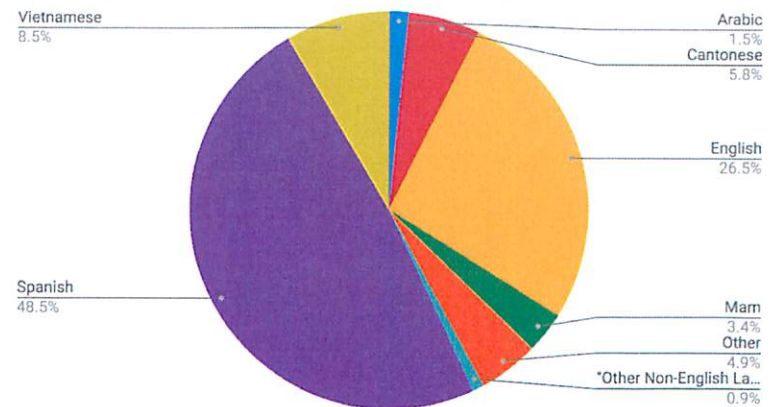
2017-18: FASTalk participation by ethnic group



- Languages (non-English)

- Spanish: 48%
- Vietnamese: 8%
- Cantonese: 6%

2017-18: FASTalk participation by language



FASTalk promotes parent-to-teacher communication about literacy

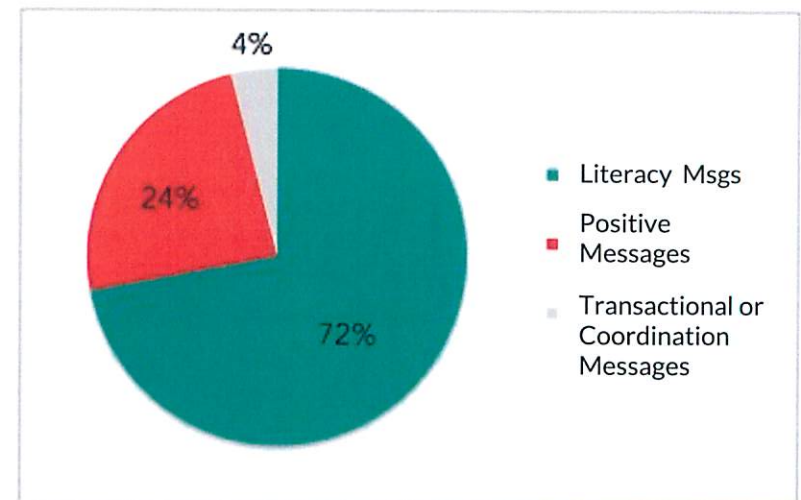
Parents texted back 2,000+ messages to teachers.

72% were responses to questions directly related to literacy.

Sample literacy question:

"I'm curious what you see at home. Can your child identify letter sounds?"

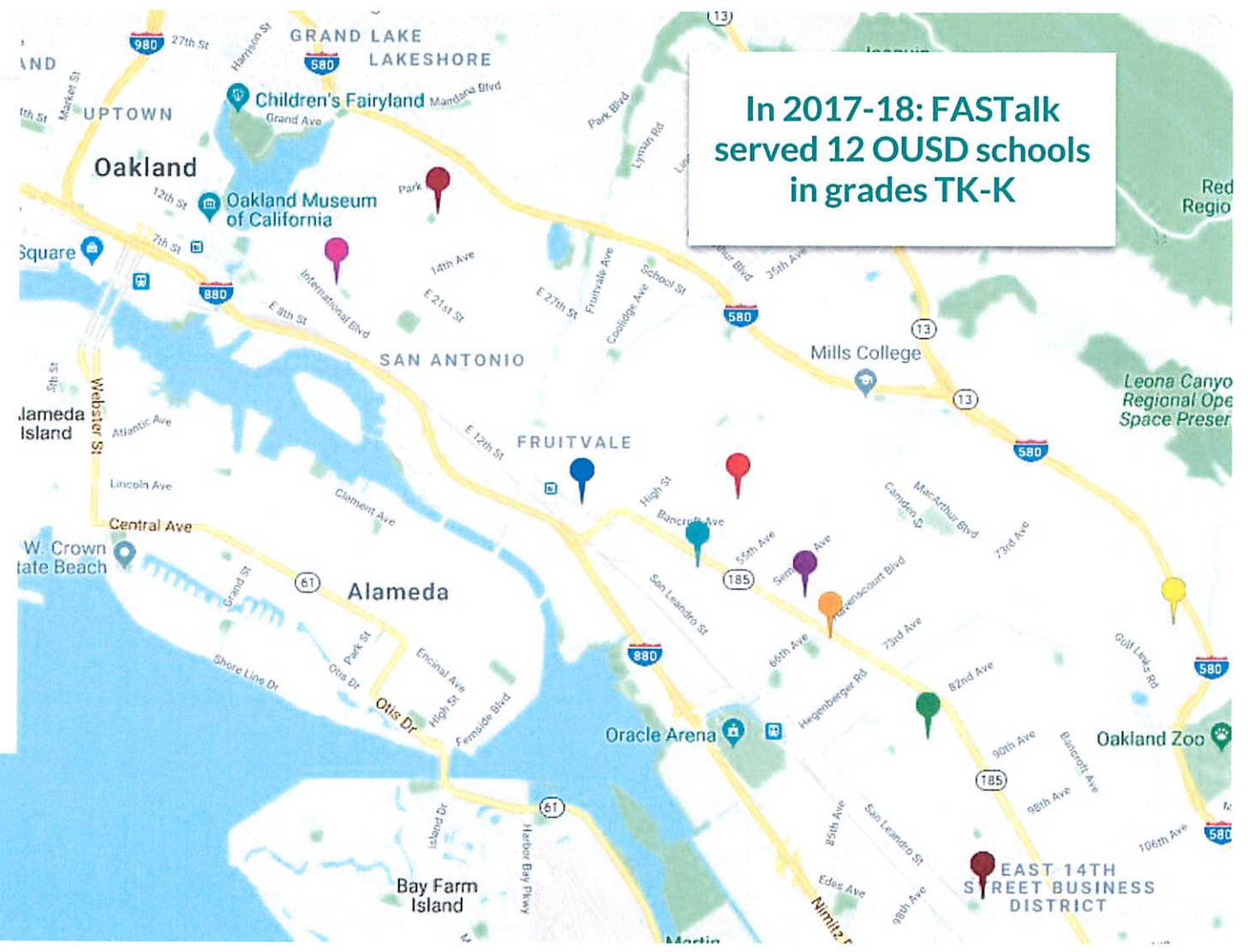
Reply: 1. Yes, all letter sounds 2. Most 3. Some 4. Not yet"



In 2017-18: FASTalk served 12 OUSD schools in grades TK-K

- School
- ✓ ASCEND (1)
 - ✓ Bella Vista (1)
 - ✓ Bridges (1)
 - ✓ Esperanza (1)
 - ✓ Franklin (1)
 - ✓ Futures (1)
 - ✓ Greenleaf (1)
 - ✓ Horace Mann (1)
 - ✓ Howard (1)
 - ✓ Korematsu (1)
 - ✓ PLACE @ Prescott (1)
 - ✓ RISE (1)

Showing 12 / 12



**FASTalk is now serving
26 OUSD schools in
grades TK-1**

School

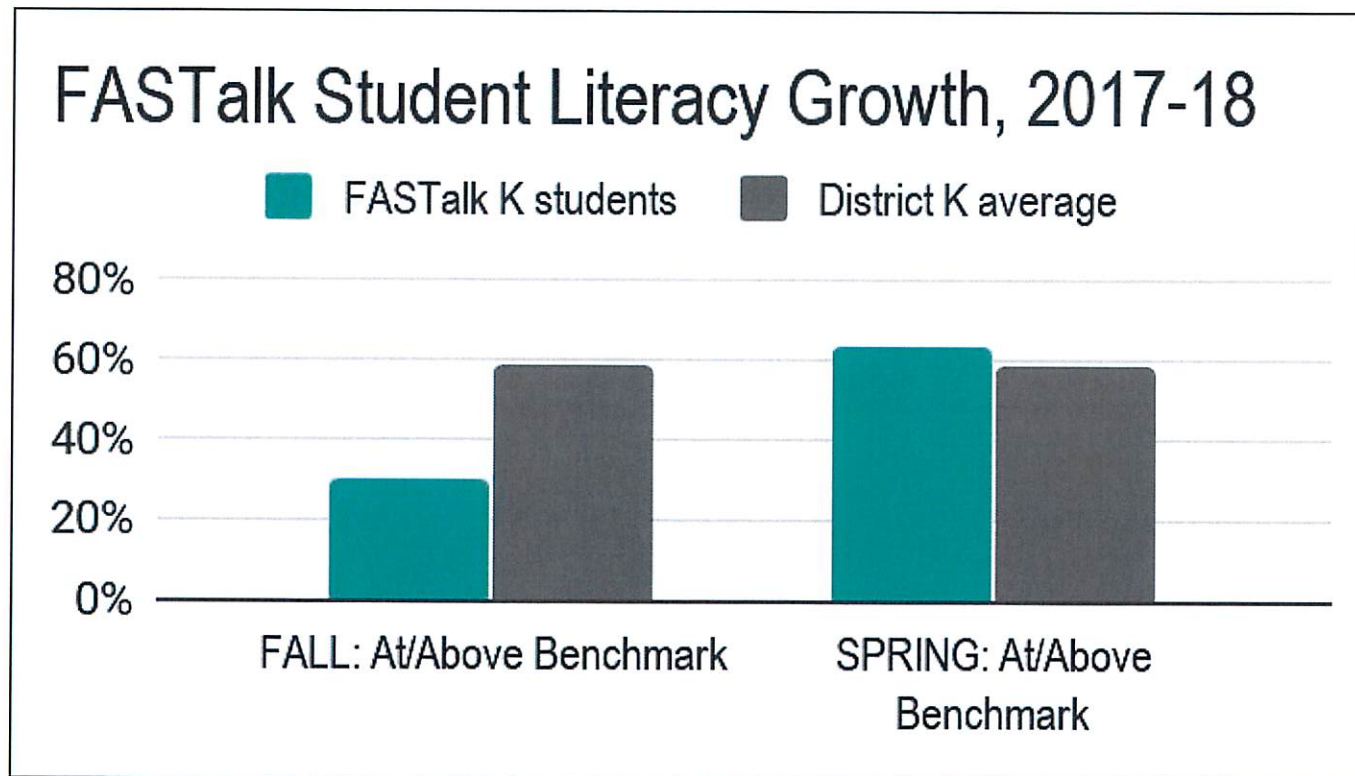
- ✓ Acorn Woodland (1)
- ✓ Bella Vista (1)
- ✓ Bridges Academy (1)
- ✓ Brookfield Village (1)
- ✓ Emerson (1)
- ✓ Esperanza (1)
- ✓ Franklin (1)
- ✓ Fruitvale (1)
- ✓ Futures (1)
- ✓ Greenleaf (1)
- ✓ Hoover (1)
- ✓ Horace Mann (1)
- ✓ Howard (1)
- ✓ International Community ... (1)
- ✓ Korematsu (1)
- ✓ Madison Park Academy (1)
- ✓ Manzanita Community (1)
- ✓ Manzanita SEED (1)
- ✓ Markham (1)
- ✓ Martin Luther King, Jr. (1)
- ✓ New Highland (1)
- ✓ PLACE@ Prescott (1)
- ✓ REACH (1)
- ✓ RISE Community School (1)
- ✓ Sequoia (1)
- ✓ Think College Now (1)

Showing 26 / 26



NTERS POINT

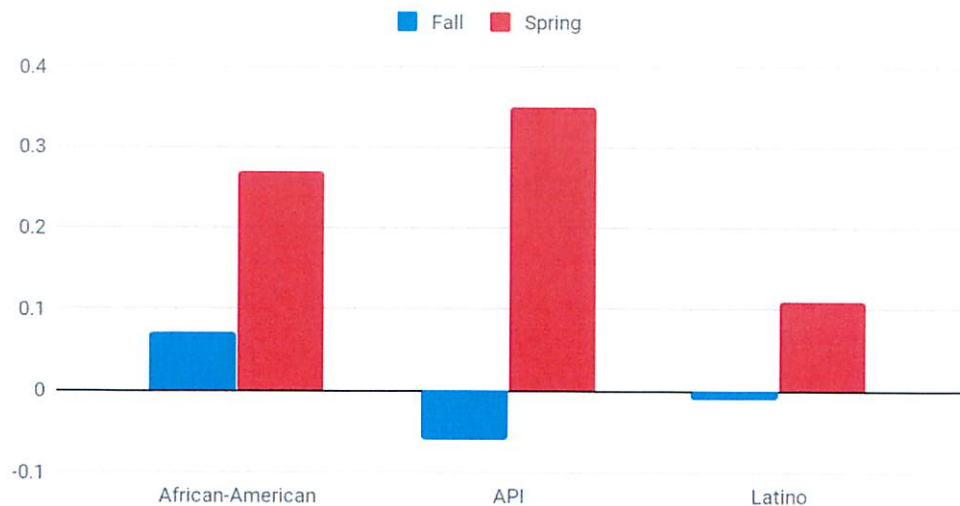
FASTalk students made the largest literacy gains



Impact: ELA Grade Level Analysis

- FASTalk students performed stronger than non-FASTalk students who were in FASTalk classrooms, across all ethnic groups as the year progressed

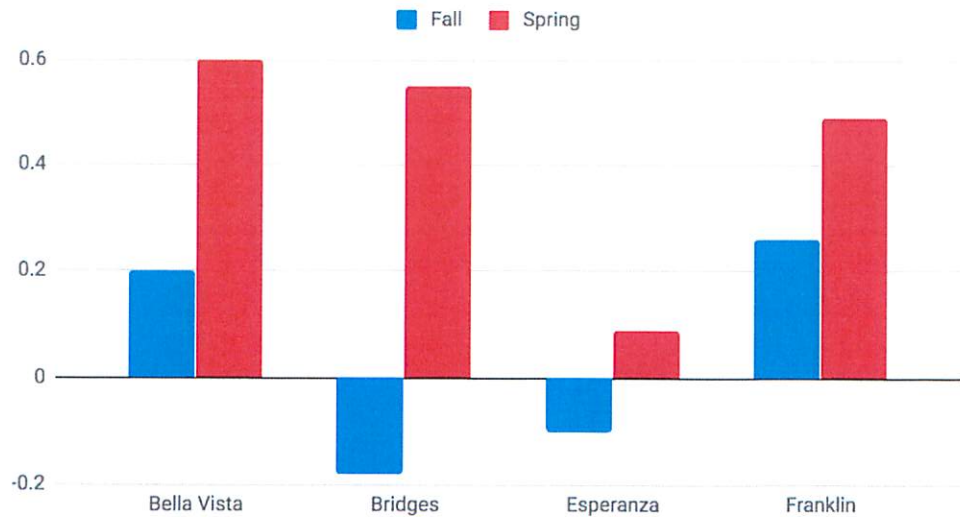
Point Difference Between FASTalk and non-FASTalk



Impact: ELA Grade Level Analysis

- FASTalk students performed stronger than non-FASTalk students in the same class, across schools

Point Difference Between FASTalk and non-FASTalk

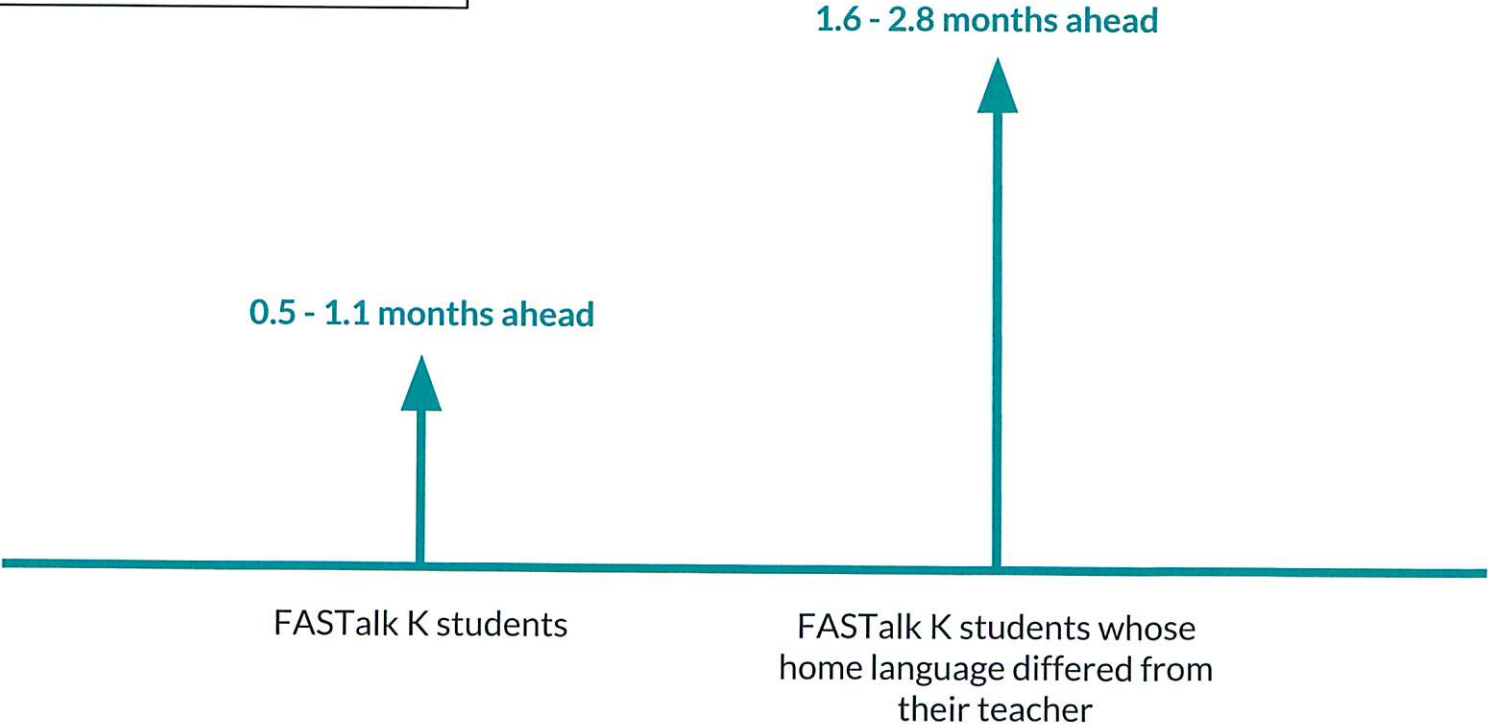


FASTalk students made faster progress

Growth in ELA report card performance during the 2017-18 school year by equivalent number of months



OUSD average



“I can see parents talking more in report card conferences about things they do to support their child. They seem educated about what their child needs.”

Lorraine Mann
TK Teacher
PLACE @ Prescott

Parent of
Oakland Unified Student

“I’ve learned new ways to engage my child with learning that is fun and interesting.”

“Sit back and relax and everything is taken care of.”

Annie Ngai
K Teacher
Horace Mann Elementary

K Teacher
Franklin Elementary

“The activities are great. They are things parents can do every day. They don’t require much more from the parents.”

Goal for 2019-20:

**Improve literacy achievement for
10,000 Oakland students**



2019-20 Target: Early childhood literacy



10,000+ TK-2 Students
District-run schools



2,700+ TK-2 Students
District charters

Estimated cost: \$450,000

Funding needed from Oakland: \$100,000

Goal for 2020 and beyond:

**Support 30,000+ Oakland
students in preK-5**



2020+ Target: Reach all Oakland students pK-5



20,000 K-5 Students
District-run schools



5,000+ K-5 Students
District charters



1,600+ pK Students
District ECE



4,000 Students Registered for K
District-run schools

Appendix





FASTalk Enrollment by Year

- In 2018-19, FASTalk grew from 330 to 1,968 students' families in 26 OUSD schools
- FASTalk now supports TK, K, & 1st grade in 26 OUSD schools
- 74% of eligible students' families are enrolled in FASTalk

SCHOOL	2017-18	2018-19
Acorn Woodland		75
Bella Vista	38	119
Bridges Academy	32	62
Brookfield		52
Emerson		58
Esperanza	38	84
Franklin	74	134
Fruitvale		28
Futures	16	81
Greenleaf	59	81
Hoover		80
Horace Mann	26	69
Howard	6	45
ICS		55
Korematsu	17	26
Manzanita Community School		91
Manzanita SEED		111
Markham		89
MLK		112
MPA-P		67
New Highland Academy		50
Prescott	9	58
REACH		107
RISE	15	42
Sequoia		140
Think College Now		52
TOTAL	330	1,968



FASTalk Enrollment by Student Group 2017-18

In comparison to non-FASTalk students in the same classrooms and OUSD students overall, FASTalk students were more likely to be:

- English Learners
- Ethnicity - Latino or API
- Home Language - Spanish, Cantonese, or Vietnamese

	FASTalk K Students	Non-FASTalk K Students in FASTalk Classrooms	All OUSD K Students
Male	50.8%	52.8%	52.1%
English Learner	71.7%	56.3%	42.3%
Special Education	8.5%	12.7%	11.5%
Ethnicity - Asian Pacific Islander	25.6%	18.3%	14.8%
Ethnicity - African American	11.2%	24.2%	20.5%
Ethnicity - Latino	59.7%	50.0%	39.8%
Ethnicity - Multiple Ethnicity	0.8%	2.8%	4.7%
Ethnicity - White	0.8%	2.4%	15.7%
Home language - English	24.4%	40.9%	53.1%
Home language - Spanish	50.0%	39.7%	30.3%
Home language - Cantonese	7.4%	6.0%	4.0%
Home language - Arabic	0.8%	4.4%	2.3%
Home language - Mam	3.1%	2.4%	2.2%
Home language - Vietnamese	8.9%	2.8%	1.8%
Percent of students eligible for free and reduced priced meals (school level)	92.20%	92.20%	72.30%



Families are highly engaged

- Average of 51% of parents responded to polls across sampled schools
- Average of 56% parents responded to polls, across top 3 ethnic groups

