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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From
Board Meeting Date December 16, 2016
Subject **Agreement – Reading Partners**

Action Requested **Approval of Agreement between the District and Reading Partners**

Background and Discussion Approval by the Board of Education of the Agreement between the District and Reading Partners for the operate a tutoring program while working with District teachers and other site-based staff to identify students who will benefit from the program and enroll such students as capacity permits, as well as provide one-on-one reading support to students utilizing structured curriculum-based materials for the period of July 1, 2016 through June 30, 2017 in an amount not to exceed \$75,000.00.

Recommendation Ratification of Agreement between the District and Reading Partners

Fiscal Impact \$75,000.00

Attachments

- Agreement

MEMORANDUM OF UNDERSTANDING

BETWEEN

Article I. READING PARTNERS AND OAKLAND UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding ("MOU") is made and entered into as of **5/31/16** ("Effective Date") to establish a relationship agreement between Oakland Unified School District, a School District located at 1000 Broadway Suite 680 Oakland, CA 94607 ("District"), and Reading Partners, a California nonprofit public benefit corporation located at 180 Grand Avenue, Ste. 800, Oakland, California 94612 ("Reading Partners").

WHEREAS, District seeks to provide its students with additional individualized reading intervention and to do this in a way that invests the community in students' achievement;

WHEREAS, Reading Partners has a proven history of providing structured, volunteer-based tutoring with positive results for students;

BOTH PARTIES HEREBY RESOLVE to enter into this MOU to develop a relationship between District and Reading Partners in order to establish a Reading Partners center at the campus(es) of District.

I. Representatives

During the Term of this MOU, District designates **Dr. Devin Dillon** as its primary representative with regard to this MOU ("Partner's Representative"). Partner's Representative shall have overall responsibility for managing and coordinating District's performance of its obligations under this MOU, and be authorized to act for and on behalf of District with respect to all matters relating to this MOU.

District shall be responsible for the performance by the schools within the District and shall cause its schools to comply with the provisions of this MOU in connection with such performance. Wherever in this MOU the District delegates responsibility to such schools, the parties agree that such schools may not make decisions inconsistent with this MOU, amend the terms of this MOU or act contrary to its terms in any way.

II. Responsibilities of the District:

District shall, or shall cause its schools to, undertake the following responsibilities:

A. Resources

1. Provide a dedicated space on the school campus, to be agreed upon by the school administration and Reading Partners staff, at no charge, that (i) includes a working phone, Internet connection and a minimum of 1000 square feet of tutoring space, and (ii) is accessible during School's operating hours for Reading Partners staff and volunteers (the "Donated Space").
2. Provide necessary services to maintain this Donated Space in a condition substantially similar to that of other classrooms on campus, including janitorial services, maintenance, utilities, and technology support ("Donated Services").

3. Provide appropriate and timely access to any district scheduling changes and news that will allow Reading Partners to more fully serve the school and its students.
4. Connect Reading Partners to potential school partners that meet Reading Partners criteria in order to support Reading Partners expansion into 13 additional OUSD elementary schools by 2019-2020.

B. Data & Communications

1. Provide to Reading Partners staff members such student assessment and evaluation data as necessary to determine enrollment in the Reading Partners program, inform instruction, periodically review student progress, and report in aggregate on student demographics and reading improvement to donors. To enable evaluation of long-term outcomes, such data will include data on students who have exited the Reading Partners program. Specifically, District shall provide the following data to Reading Partners:
 - a. Student's State ID number (in case student transfers out of district)
 - b. Student's District ID number (in case student transfers out of school)
 - c. Student's first and last name (for communicating with school staff on progress)
 - d. Student's gender (for reporting student outcomes in aggregate by subgroup)
 - e. Student's race and ethnicity (for reporting student outcomes in aggregate by subgroup)
 - f. Student's birth date (for age calculations and reporting student outcomes in aggregate by subgroup)
 - g. Student Free or Reduced Price Lunch Eligibility (for reporting on student demographics and student outcomes in aggregate by subgroup)
 - h. Student's scores on state English language proficiency test or ELL status for year prior to Reading Partners enrollment, year(s) in Reading Partners, and up to 3 years after Reading Partners enrollment (for longitudinal tracking of program impact)
 - i. Student's state achievement test scores for the year prior to Reading Partners enrollment, year(s) in Reading Partners, and up to 3 years after Reading Partners enrollment (for longitudinal tracking of program impact)
 - j. Student's retention (yes or no) for year prior to Reading Partners enrollment, year(s) in Reading Partners, and up to 3 years after Reading Partners enrollment (for longitudinal tracking of program impact)

In the event Reading Partners' access to such data requires the approval of District, District hereby consents to the release of such data to Reading Partners, and shall provide such data to Reading Partners.

2. Upon request, provide Reading Partners site-based staff with other reasonable student information, including but not limited to parent contact information, Individual Education Plan (IEP) information, and qualitative information on academic performance. IEP information is requested to determine the appropriateness of student placement in Reading Partners and, if enrolled, to report in aggregate to donors on the number of students with IEPs served at the school.
3. Review and revise existing data MOU by the 2016-17 school year to include data listed above (Section II. B. 1. a-j) in order to monitor and ensure student performance toward LIFT10 goals.
4. District shall maintain the confidentiality and privacy of information provided by Reading Partners from student education records created and maintained by Reading Partners in

accordance with applicable law and regulations, including the Family Educational Rights and Privacy Act (FERPA). District and its authorized representatives acknowledge that they may only use and disclose student information provided to the District by Reading Partners for the purposes described in this agreement and in compliance with the requirements and exceptions outlined in FERPA.

5. Provide visibility to Reading Partners within the community through appropriate venues, such as the district newsletter, district website, related district initiatives, relative funding opportunities, and inclusion in appropriate school board updates.
6. Work with Reading Partners staff on occasional public relations and media opportunities for the organization, including press releases, annual report, and announcements for both organizations.
7. Support Reading Partners' efforts to achieve volunteer recruitment goals, enabling more students at the school to be enrolled in the program by promoting volunteerism in schools for central office staff.
8. Support Reading Partners' efforts to achieve its fundraising goals, especially during site visits from donors and funders.
9. Ensure that Reading Partners is effectively incorporated into the structure of the school campus and that site-based staff are appropriately included as partners in student achievement.

III. Responsibilities of Reading Partners:

Reading Partners shall undertake the following responsibilities:

A. Tutoring Program

1. Expand Reading Partners program to 13 additional OUSD schools by 2019-2020 school year.

	2015-16	2016-17	2017-18	2018-19	2019-20
OUSD District run Schools	7	11	16	19	19
OUSD Charter Schools	5	4	4	4	4
Total LIFT10 Schools	12	15	20	23	23
Total LIFT10 Students	520	750	1,000	1,200	1,400

2. Operate a tutoring program on the school campus from approximately 9am-5pm, Monday through Thursday, with exact hours to be mutually agreed upon.
3. Work with District's teachers and other site-based staff to identify students who will benefit from the program and enroll these students in the program as capacity permits.
4. Work with teachers and administrators at the school to ensure that when children are pulled from classes, the timing of the pull does not adversely affect student achievement.

5. Provide one-on-one reading support to qualifying students of the District utilizing structured curriculum-based materials. Ensure that the volunteer providing reading support is appropriately trained and receives on-going coaching and support.
6. Ensure that all Reading Partners volunteer tutors and visitors comply with any policies and systems in place for visitors on the school's campus.
7. Conduct a criminal background check on all Reading Partners volunteers using Livescan, Intellicorps or a similar service to comply with school, district, state and federal regulations, including fingerprinting.
8. If required by the District for all volunteers, ensure Reading Partners volunteers undergo tuberculosis testing.

B. Data & Communications

1. Communicate with classroom teachers, both formally and informally, to ensure, to the best of the program's ability, that Reading Partners' services are adequately meeting students' learning needs.
2. Communicate with the District and school administration and other staff to ensure that the program is aligned with the District's mission and objectives.
3. At least once per school semester, as applicable, use reasonable efforts to provide the District, School administration and staff any requested data and information on Reading Partners student attendance, activities and performance, as permitted by parental consent.

C. Management & Support

1. Supervise and manage Reading Partners staff based at the school, and monitor student progress to ensure high quality programming is provided.
2. Check in regularly with school site leaders on matters of student progress and program logistics. If school leaders request information about individual student progress, Reading Partners will share that information if parental consent has been obtained by Reading Partners. Otherwise, information will be shared with school leaders in the aggregate and de-identified.
3. Support the professional development of all Reading Partners staff by providing ongoing opportunities, including training, relevant research, and instructional resources. Each staff member will have regular coaching and supervision sessions with their manager.
4. Provide liability insurance for operations, students, volunteers, and personnel at the Reading Center with at least \$1M in coverage and furnish a certificate of said insurance at District's request.

IV. Confidentiality and Data

A. Data & Communications.

1. Reading Partners shall maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, including the Family Educational Rights and Privacy Act (FERPA). Reading Partners and its authorized representatives acknowledge that they may only use and disclose student information in compliance with the requirements and exceptions outlined in FERPA.
2. District acknowledges and agrees that Reading Partners shall have access to and use of the data described in Section II.B. and shall be free to use and disclose any data generated in performance of the Reading Partners program under this MOU, all in accordance with the terms and conditions of this MOU, subject to applicable law.

B. **Publicity.** Reading Partners may use District's name and may disclose District's relationship with Reading Partners in advertising, press, promotion and similar public disclosures, provided that such advertising, promotions or similar public disclosures shall not indicate that District in any way endorses any Reading Partners program without prior written permission from District.

IV. Reading Partners as an AmeriCorps Program:

- A. **Drug Free Workplace Act.** As a federal grantee, Reading Partners is required by the Drug Free Work Place Act of 1988 to provide members with a drug free environment.
- B. **Site Safety.** Reading Partners is responsible for the safety of its site-based staff in the performance of activities under this MOU. Therefore, site-based staff may not participate in projects that pose undue safety risks to such site-based staff.
- C. **Site Space.** As a grantee of AmeriCorps, Reading Partners sites must grant acceptance or permission for reading centers to display AmeriCorps poster(s) and/or information. District hereby agrees to permit the display of such poster(s) and/or information in its school sites.

V. Expenses and Payment

A. **Staffing & Other Expenses**

1. In recognition of the fact that Reading Partners incurs significant expenses to administer and deliver its program services, and in consideration for providing such services, District agrees to pay [or to cause its schools to pay] a fee of up to \$25,000 per school per school year to cover a portion of staffing related expenses, as described in Addendum A, which is attached hereto and incorporated by reference.

Sample Annual Cash Contribution from District:

	Number of new schools added	District portion of fee for service (\$15,000 per new school)
2016-17	5	\$75,000
2017-18	5	\$75,000
2018-19	3	\$45,000
2019-20	0	\$0
LIFT10 Total	13	\$195,000

2. Reading Partners shall submit invoice(s) to District in accordance with the Addendum A. The Partner Fee as defined in Addendum A (or the first installment thereof, as the case may be), is to be provided in accordance with the schedule set forth in Addendum A. Any sum due Reading Partners shall be due and payable thirty (30) business days after receipt by District of an invoice from Reading Partners.
- B. Reading Partners Support. Except as provided for in this Section V. and Section II. above, Reading Partners will assume all expenses directly incurred in the operation of the tutoring program on the school campus, including site-based personnel, curriculum, supplies, technology, equipment, travel, professional development, tutor fingerprinting, and other miscellaneous expenses.

VI. Miscellaneous

This MOU shall commence on the Effective Date and continue for a 4-year period. At the conclusion of the initial 4-year period, the agreement will automatically renew unless otherwise terminated by either party (the "Term").

Reading Partners may terminate the MOU as a result of District's failure to meet the terms of the MOU at the end of a programming year. District may terminate the MOU at any time by providing sixty (60) days' written notice to Reading Partners. District agrees that in the event of early termination, any Reading Partners services provided hereunder will terminate and the District Fee for the applicable programming year will be prorated to reflect the portion of the year during which Reading Partners provided services.

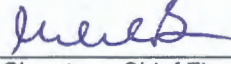
The parties make no warranties and expressly disclaim all representations and warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose and noninfringement.

This MOU and the Addendum(s) contain the entire agreement and understanding between the parties as to its subject matter. This MOU and the Addendum(s) may only be amended by mutual agreement of the parties in a writing signed by both parties. This MOU and the Addendum(s) shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflicts of law.

Both parties have read this MOU and each party agrees to hold the other party (and such party's directors, officers, and employees) harmless from any liability, demand, damage, cost or expense (including reasonable attorney's fees) arising from any third-party claim, action or proceeding regardless of the form of action, on any theory of liability that may arise from or is related to this MOU or any Addendum. No party shall be liable for any consequential, punitive, exemplary, or incidental damages.



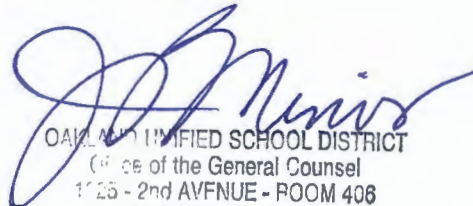
This MOU, is agreed to by District and Reading Partners on this _____ day of _____, 20____ by:

Signature,	
Signature, Chief Financial Officer	
Print Name	MICHAEL BARR
Print Name	
Date	5/31/16
Date	

If a witness it needed,
ACKNOWLEDGED AND AGREED:

Signature,
Print Name
Date




OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
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