

<b>Board Office Use: Legislative File Info.</b>	
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OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

2012 MAY -3 A 9:16

# Memo

**To** Board of Education

**From** Tony Smith, Ph.D., Superintendent  
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity in Action

**Board Meeting Date** May 23, 2012

**Subject** Memorandum of Understanding for Sharing of Information between the Housing Authority of the City of Oakland and the Oakland Unified School District.

**Action Requested** Approval of the Memorandum of Understanding for Sharing Information between Oakland Unified School District and the Housing Authority of the City of Oakland for the period of July 1, 2012 through June 30, 2014.

**Background** The purpose of this MOU is to continue the existing relationship for the sharing of data that facilitates the identification of the children and families that are served by both OHA and OUSD.

**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.

**Recommendation** Approval of Memorandum of Understanding for Sharing of Information between Oakland Unified School District and the Housing Authority of the City of Oakland for the period of July 1, 2012 through June 30, 2014.

**Fiscal Impact** No funding impact.

**Attachments**

- Memorandum of Understanding for Sharing Information between the Housing Authority of the City of Oakland the Oakland Unified School District.

**MEMORANDUM OF UNDERSTANDING FOR 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, 2012, 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 pursuant to which it provides rent subsidies on behalf of low income people in the City;
- B. OUSD operates the Public School system in the City.
- C. A large number of families residing in OHA Public Housing and receiving assistance through the Housing Choice Voucher program have children who attend OUSD schools;
- D. OHA and OUSD desire to collaborate on activities to improve the educational opportunities and outcomes of the children whose families receive assistance from OHA;
- E. In order to achieve an effective collaboration, OHA and OUSD need to share information about the children that may otherwise be prohibited from disclosure;
- F. 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.*
- G. 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;
- H. 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.
- I. 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.

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

K. 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 and Housing Choice Voucher 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 or Housing Choice Voucher 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 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 or Housing Choice Voucher 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 two years beginning in the 2012-13 State Fiscal Year (July 1, 2012 through June 30, 2014) and may be extended thereafter by mutual agreement.

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: Janet Rice

OUSD  
Oakland Unified School District  
Cole Middle School  
RAD Annex Building  
1011 Union Street  
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).

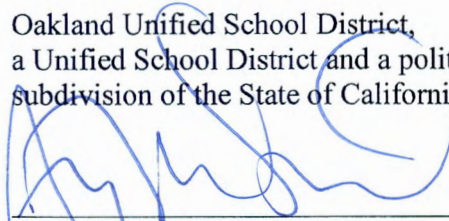
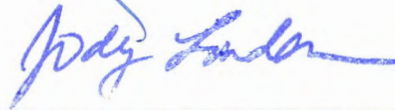
11. Multiple Originals; Counterparts. This MOU may be executed in counterparts, each of which shall be deemed to be an original.

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,  
a Unified School District and a political  
subdivision of the State of California

  
Tony Smith, 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

**LEGISLATIVE FILE**  
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