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# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Kimberly Raney, Executive Director Transportation & Logistics

**Board Meeting Date** December 11, 2019

**Subject** Agreement between AC Transit and Oakland Unified School District for the processing of youth clipper card applications related to the Alameda CTC Student Transit Pass Program  
Contractor: AC Transit and Alameda CTC  
Services For: Free Student Transit Passes for all students at Elmhurst United, Frick, Roosevelt, Urban Promise, West Oakland Middle, Westlake, Castlemont, Coliseum College Prep, Fremont, McClymonds, Oakland High, and Oakland International

**Action Requested and Recommendation** Approval by the Board of Education of the Cooperative Agreement between the District and AC Transit, Oakland, CA, for the latter to provide Student Transit Passes for all students at 12 Oakland Unified School Sites for the period of 2019/2020 school year through the 2023/2024 school year in an amount not to exceed \$0.

**Background**

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

AC Transit and Oakland Unified School District shall be jointly implementing the Alameda County Transportation Commission (Alameda CTC) student transit pass program by facilitating the pass product and assisting students in the process of obtaining the youth clipper cards. Oakland Unified School District designates school site program administrators to collect, verify, and forward to AC Transit the program Youth applications that are completed and submitted by the parent/ guardians of Oakland Unified School District students.

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

**Fiscal Impact** Funding resource(s): No Cost

**Attachments**

- Cooperative Agreement



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Alameda-Contra Costa Transit District

AGREEMENT BETWEEN AC TRANSIT AND OAKLAND UNIFIED SCHOOL DISTRICT  
FOR THE PROCESSING OF YOUTH CLIPPER CARD APPLICATIONS RELATED TO  
THE ALAMEDA CTC STUDENT TRANSIT PASS PROGRAM

AC TRANSIT and the OAKLAND UNIFIED SCHOOL DISTRICT shall be jointly implementing the Alameda County Transportation Commission (ALAMEDA CTC), collectively "PARTIES", Student Transit Pass Program (PROGRAM) by facilitating the registration of Youth Clipper cards with an AC TRANSIT institutional pass product (PASS) and assisting students in the process of obtaining Youth Clipper cards. PROGRAM is based upon Amendment No. 2 to the Project Funding Agreement between the Alameda CTC and AC Transit and is slated for five fiscal years (FY), FY 19-20 through FY 23-24.

To that end, AC TRANSIT authorizes OAKLAND UNIFIED SCHOOL DISTRICT to designate Student Transit Pass Program school site program administrators at participating schools to collect, verify and forward to AC TRANSIT the Program Youth Applications (APPLICATIONS) completed and submitted by the parents/guardians of OAKLAND UNIFIED SCHOOL DISTRICT students.

The process shall be:

1. ALAMEDA CTC shall provide information to OAKLAND UNIFIED SCHOOL DISTRICT regarding the PROGRAM, including PROGRAM guidelines and parameters, in order to enroll PROGRAM participants. School site program administrators, with materials provided by ALAMEDA CTC, shall communicate and promote use of Youth Clipper cards to students and their parents throughout the year. Communications shall include the standard APPLICATIONS in English, Spanish and Chinese, appended by OAKLAND UNIFIED SCHOOL DISTRICT with instructions to parents/guardians to return the completed forms to a designated location at a participating school central office. All materials required to be distributed pursuant to this Agreement shall be provided and translated by ALAMEDA CTC.
2. As completed Student Transit Pass Program applications are received, school site program administrators at participating schools shall verify the following information:
  - a. First Name, Middle initial, Last Name (Step 1 of application)
  - b. Date of birth (Step 3 of application)
  - c. Student ID (Step 3 of application)

3. The designated school site program administrators at participating schools in OAKLAND UNIFIED SCHOOL DISTRICT shall check APPLICATION for completeness and legibility which may affect the mailing process.
4. The designated school site program administrators at participating schools within OAKLAND UNIFIED SCHOOL DISTRICT will initial and date the application form in the "Staff Member Verification of Date of Birth" section to verify application completeness and student's date of birth.
5. The OAKLAND UNIFIED SCHOOL DISTRICT designated school site program administrators at participating schools shall scan APPLICATIONS in batches of no more than 20 per file and upload to a secure FTP site provided by AC TRANSIT once a month. A log sheet of the scanned APPLICATIONS contained in the batch will be required.
6. OAKLAND UNIFIED SCHOOL DISTRICT and student/parent population shall be advised that the Youth Clipper cards shall be mailed by AC TRANSIT to the students' schools. This information is included in the student APPLICATION.
7. To obtain a replacement Youth Clipper card due to loss or theft, students/parents or PROGRAM school site administrators at OAKLAND UNIFIED SCHOOL DISTRICT will call Clipper. PASS and other cash balances or passes needing to be transferred will incur a \$5 balance transfer fee and must be paid to Clipper via debit or credit card. Clipper will process replacement cards and mail them to students' homes.
8. All customer service related to individual cards must be handled directly between the student/parent/guardian and Clipper, pursuant to the documentation provided with the cards, and at [www.clippercard.com](http://www.clippercard.com).
9. All personally identifiable information (PII) made available to or independently obtained by any party in connection with this Agreement shall be protected by the receiving party from unauthorized use and disclosure through the observance of procedural requirements that include, but are not limited to, the secure transport, transmission and storage of PII used or acquired in the performance of this Agreement.
10. All parties to this Agreement shall properly secure and maintain any computer systems (hardware and software applications) or electronic media that it will use in the performance of this Agreement. This includes ensuring all security patches, upgrades, and anti-virus updates are applied as appropriate to secure PII that may be used, transmitted, or stored on such systems in the performance of this Agreement.

11. All parties to this Agreement are prohibited from storing PII collected as part of the Clipper application process on portable media including, but not limited to, laptops, thumb drives, disks and so forth.
12. OAKLAND UNIFIED SCHOOL DISTRICT agrees to retain PII collected as part of the APPLICATION process.
13. The collection, utilization and security of PII obtained from Cardholders is subject to the Metropolitan Transit Agency's (MTC) Clipper® Privacy Policy, as amended. This policy may be amended from time to time, as deemed necessary by MTC. Any changes to the Privacy Policy shall be posted on the Clipper® website, clippercard.com, including the date of the amendment.
  - 13.1. All PII relating to the Cardholder collected by the Clipper® Fare Payment System (FPS) shall be utilized by MTC and the Service Providers for the purposes of the operation and management of the FPS and shall serve as a source of information and data for transit and/or related services in general but shall otherwise be dealt with in a confidential manner by MTC and the Service Providers unless:
    - (a) The Cardholder's express written consent has been obtained; and/or
    - (b) As otherwise required by law or ordered by a court of competent jurisdiction.
  - 13.2. The Cardholder retains the right to review and edit all PII pertaining to his/her account, whether stored electronically or on paper. Any inquiry or request to obtain information, in accordance with the above provisions, should be directed in writing to the Clipper® Customer Service Center. The Clipper® Customer Service Center is only able to provide transaction history data for the prior 60-day period. MTC may adopt procedures for the review of such information, including but not limited to charging a fee for processing requests for access to PII.
  - 13.3. MTC cannot secure PII that is released by Cardholders to third parties. A Cardholder who chooses voluntarily to disclose information to a third party does so at his or her own risk. Cardholders are advised to refer to any user agreement or privacy policy promulgated by such third party.
14. All parties to this Agreement agree to destroy hard-copy documents, containing PII that are collected as part of the application process or otherwise, by means of a cross-cut shredding machine at the conclusion of the Agreement. All parties to this agreement further agree to use DoD approved methods to sanitize any Storage Media prior to discarding or when useful life has ended, whichever comes first. At the conclusion of the performance period of this Agreement, OAKLAND UNIFIED SCHOOL DISTRICT shall submit a certification to the AC Transit Project Manager, upon written request, as follows: "All PII collected as part of the application process, whether in electronic or hard-copy format, has

been destroyed in accordance with the requirements of this Agreement." These requirements shall survive termination or expiration of this Agreement.

- 15. All parties agree to follow these procedures and notify the other party if changes should be made to the process.
- 16. AC TRANSIT understands and agrees, that in the performance of the work of services under this Agreement, or in contemplation thereof, AC TRANSIT may have access to private or confidential information which may be owned or controlled by OAKLAND UNIFIED SCHOOL DISTRICT. AC TRANSIT also understands and agrees that the disclosure of such information may violate state and/or federal law. AC TRANSIT agrees that all information disclosed by OAKLAND UNIFIED SCHOOL DISTRICT to AC TRANSIT shall be held in confidence and used only in performance of the Agreement, unless disclosure is otherwise required by law. AC TRANSIT shall exercise the same standard of care to protect such information as is used to protect its own confidential data. AC TRANSIT will maintain safeguards for confidentiality and anonymity, to analyze data, and to clean data from shared server at the end of the agreement period.
- 17. OAKLAND UNIFIED SCHOOL DISTRICT or AC TRANSIT may opt out of this Agreement at any time, with reasonable notice to the other. In the event that the OAKLAND UNIFIED SCHOOL DISTRICT opts out of this Agreement, the OAKLAND UNIFIED SCHOOL DISTRICT shall no longer participate in the PROGRAM.

Aimee Eng 12/12/19  
 Aimee Eng  
 President, Board of Education

Kyla Johnson Trammell 12/12/19  
 Kyla Johnson Trammell  
 Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT

Date

By: \_\_\_\_\_

Michael Hursh  
 Michael Hursh, General Manager  
 AC TRANSIT

22 OCT 15  
 Date

Approved as to Form and Content

By: Denise Standridge  
 Denise Standridge, General Counsel

OAKLAND UNIFIED SCHOOL DISTRICT  
 Office of the General Counsel  
 APPROVED FOR FORM & SUBSTANCE  
 By: Andrea Epps  
 Andrea Epps, Attorney at Law 10/1/16