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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Board Meeting Date June 21, 2018
(To be completed by Procurement)

Subject Memorandum of Understanding and Data Sharing Agreement - Community Initiatives, Attendance Works and Technology for Social Impact (contractors) - Community Schools and Student Services Department (site/department)

Action Requested Approval by the Board of Education of the Memorandum of Understanding and Data Sharing Agreement between the District and Community Initiatives, Attendance Works and Technology for Social Impact. Services to be primarily provided to the Community Schools and Student Services Department for the period of March 1, 2018 through June 30, 2019.

Background
A one paragraph explanation of why the consultant's services are needed.

The Monitoring Attendance and Intervention Tool (MAIT) is an innovative software solution for schools and districts to plan and manage student attendance. MAIT improves the effectiveness of Attendance Teams by enabling them to process and organize accurate, timely and comprehensive student data into actionable insights and by facilitating collaborative planning among Attendance Team members.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding between the District and Community Initiatives, San Francisco, CA, Attendance Works, Oakland, CA, and Technology for Social Impact, San Francisco, CA, for the latter to develop the Monitoring Attendance and Intervention Tool (MAIT), a web-based software designed to support the effective functioning of school attendance teams through improved chronic absence data analytics, attendance intervention tracking, and tools for attendance team operations and planning for Roosevelt Middle School via the Community Schools and Student Services Department, for the period of March 1, 2018 through June 30, 2019, at no cost to the District.

Recommendation Approval by the Board of Education of the Memorandum of Understanding and Data Sharing Agreement between the District and Community Initiatives, Attendance Works and Technology for Social Impact. Services to be primarily provided to the Community Schools and Student Services Department for the period of March 1, 2018 through June 30, 2019.

Fiscal Impact Funding resource name (please spell out): No fiscal impact.

Attachments

- Memorandum of Understanding
- Data Sharing Agreement
- Certificate of Insurance
- Scope of Work
- Statement of Qualifications



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 18-1248

Department: 922/Community Schools and Student Services

Vendor Name: Community Initiatives, Attendance Works and Technology for Social Impact

Contract Term: Start Date: 03/01/2018 End Date: 06/30/2019

Annual Cost: \$0

Approved by: Andrea Bustamante

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

School-site selected partner for In-Kind agreement.

Summarize the services this Vendor will be providing.

Community Initiatives is the fiscal sponsor of Attendance Works and Technology for Social Impact. They have partnered to develop the Monitoring Attendance and Intervention Tool (MAIT), a web-based software designed to support the effective functioning of school attendance teams through improved chronic absence data analytics, attendance intervention tracking, and tools for attendance team operations and planning.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

No cost to OUSD for services.

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, NO COST TO 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 Community Initiatives, Attendance Works and Technology for Social Impact.

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. Site Name(s)

Unless otherwise further agreed to in writing by the parties, the School Sites governed by this MOU are the following (attach separate document if more space is needed):

Roosevelt Middle School

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 detailed description of the type of services your program(s) will provide to OUSD (reference Exhibit A: Scope of Work)
2. A description of your organization and relevant experience (reference Exhibit B: Statement of Qualifications)
3. Please disclose all costs to parents or students (if applicable). If no such costs, leave blank or write “N/A.”

N/A

4. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- Ensure a high quality instructional core
- Develop social, emotional and physical health
- X Create equitable opportunities for learning
- High quality and effective instruction
- Prepare students for success in college and careers
- Safe, healthy and supportive schools
- Accountable for quality
- Full service community schools district

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. A separate Data Sharing Agreement is required if CONTRACTOR seeks identifiable student information.

~~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
ALLOWS
WAIVER OF
REQUIREMENTS
PER EDUCATION
CODE "

MAY
MARTIN YOUNG
CSSS PARTNERSHIPS

Abm
Andrea Bustamante
ED CSSS

~~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 Provider Database**—In order to maintain accurate up-to-date information on the services provided, Contractor shall register in OUSD's provider 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):

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 3/1/2018 -- 6/30/2019 period.
[Insert mm/dd/year] [Insert mm/dd/year]

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.

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
Email: marion.mcwilliams@ousd.org

CONTRACTOR

Contact: Steve Tai
Title: Chief Technical Officer
Technology For Social Impact
Address: 951 Mariners Island Blvd
Suite 300 (#313)
Phone: 415-609-1367
E-mail: steve@techforsocialimpact.org

OUSD Sponsoring School/Department: Roosevelt Middle School

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 will be made available by OUSD to the public online via the Internet.

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

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR


President, Board of Education Date (mm/dd/year)
 Superintendent
 Chief or Deputy Chief



Contractor Signature 2/28/2018
Date (mm/dd/year)

Secretary, Board of Education Date (mm/dd/year)

Steve Tai, CTO of Technology for Social Impact

CONTRACTOR

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Marion McWilliams, General Counsel


Contractor Signature 3/1/2018
Date (mm/dd/year)

Hedy Chang, Executive Director of Attendance Works

CONTRACTOR

DocuSigned by:
Ruth Williams
374077859074E1...

3/8/2018

Contractor Signature

Date (mm/dd/year)

Ruth Williams, CEO Community Initiatives

Form approved by OUSD General Counsel for 2017-18
FY

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE

By: 
Marion McWilliams, General Counsel

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

EXHIBIT "A" SCOPE OF WORK

Description of Services to be Provided and Specific Expected Outcomes: Highlight each program that you provide to OUSD. Attach a separate document if more space is needed.

Community Initiatives, a 501 c 3 non-profit, tax exempt organization is the fiscal sponsor of Attendance Works and Technology for Social Chang. Attendance Works and Technology for Social Impact have partnered to develop the Monitoring Attendance and Intervention Tool (MAIT), a web-based software designed to support the effective functioning of school attendance teams through improved chronic absence data analytics, attendance intervention tracking, and tools for attendance team operations and planning. Attendance Works and Technology for Social Impact request permission for data access for the purposes of collecting chronic absence and student attendance data such that student the attendance team can track, monitor and analyze interventions and attendance trends among School District students enrolled at Roosevelt Middle School, which has agreed to pilot and use the MAIT in an effort to reduce absenteeism.

The Monitoring Attendance and Intervention Tool (MAIT) is an innovative software solution for schools and school districts to plan and manage student attendance. MAIT improves the effectiveness of Attendance Teams by enabling attendance teams to process and organize accurate, timely and comprehensive student data into actionable insights and by facilitating collaborative planning among Attendance Team members. The MAIT provides:

- Early warning indicators and intervention recommendations for at-risk students
- Attendance reports that measure progress against goals
- Intervention reports that measure activities and effectiveness
- Advance analytics to refine individual and global intervention strategies

EXHIBIT "B" STATEMENT OF QUALIFICATIONS

Description of Organization and Relevant Experience: For individual consultants, a résumé will suffice. Attach a separate document if more space is needed.

Community Initiatives, a tax exempt 501 c 3 nonprofit organization, with offices in San Francisco, CA, seeks to advance the creation of a more vibrant, innovative, and effective nonprofit sector by providing back-office support and fiscal and programmatic oversight to over 100 unincorporated organizations.

Attendance Works is a national and state initiative that promotes better policy and practice around school attendance. Attendance Works promotes tracking chronic absence data for each student beginning in kindergarten, or ideally earlier, and partnering with families and community agencies to intervene when poor attendance is a problem for students or schools. While Attendance Works was launched in 2010, it builds off the knowledge and momentum generated from an action research project on chronic absence begun in 2006. Since its inception Attendance Works has been the national go to resource on chronic absence. Working in 32 states and localities, our strategies include:

1. Build national awareness of the problem of chronic absence and political will to address it.
2. Equip local and state-level policymakers and advocates to advance policies that ensure chronic absence is tracked, publicly reported, and addressed across localities.
3. Foster local action and innovation by offering easy-to-use web-based multi-media tools, inspiring and engaging peer learning opportunities, and providing high-quality technical assistance.

Technology for Social Impact (TSI) is a cloud base decision support software platform built entirely from the ground up. Through its innovative design, TSI platform provide comprehensive software components to support effective decision making at very low cost. TSI mission is to empower a new generation of decision support applications for nonprofits.

The first TSI application is the Monitoring Attendance and Intervention Tool (MAIT). In cooperation with Attendance Works, MAIT is currently being piloted at 20 schools in Connecticut. MAIT applications are used to support school leaders in managing student absences.

The TSI Platform is built on an innovative approach of architecting software layers from the fundamental building blocks. The building blocks for the TSI Platform are created to complement other open source components to form a simple, comprehensive, efficient and flexible software platform. The key components in TSI include the UI framework, the scripting language, the application designer, the transformation engine and the data warehouse.

Memorandum of Understanding Agreement
Between
Oakland Unified School District
And
the Partnership of Attendance Works and Technology for Social Impact
And
Community Initiatives
In Support of
Data Sharing

I. PARTIES

This Memorandum of Understanding Agreement (“Agreement”) establishes the terms by which data will be shared between the partnership of Attendance Works and Technology for Social Impact, both fiscally sponsored projects of Community Initiatives, a non-profit, tax exempt organization located at 354 Pine Street, 7th Floor, San Francisco, California 94104 (“RECIPIENT”) and the Oakland Unified School District (“OUSD”) or (“DISTRICT”), collectively referred herein as (“the Parties”).

II. PURPOSE

[MUST INCLUDE PER 34 CFR § 99.31 (6)(iii)(C)]

Attendance Works and Technology for Social Impact have partnered to develop the Monitoring Attendance and Intervention Tool (MAIT), a web-based software designed to support the effective functioning of school attendance teams through improved chronic absence data analytics, attendance intervention tracking, and tools for attendance team operations and planning. Attendance Works and Technology for Social Impact request permission for data access for the purposes of collecting chronic absence and student attendance data such that student the attendance team can track, monitor and analyze interventions and attendance trends among School District students enrolled at Roosevelt Middle School, which has agreed to pilot and use the MAIT in an effort to reduce absenteeism.

The Monitoring Attendance and Intervention Tool (MAIT) is an innovative software solution for schools and school districts to plan and manage student attendance. MAIT improves the effectiveness of Attendance Teams by enabling attendance teams to process and organize accurate, timely and comprehensive student data into actionable insights and by facilitating collaborative planning among Attendance Team members. The MAIT provides:

- Early warning indicators and intervention recommendations for at-risk students
- Attendance reports that measure progress against goals
- Intervention reports that measure activities and effectiveness
- Advance analytics to refine individual and global intervention strategies

III. TERM

DATA SHARING AGREEMENT
 OAKLAND UNIFIED SCHOOL DISTRICT/[RECIPIENT]
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The term of this Agreement shall be from February 1, 2018 to June 30, 2019. 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 the following:

The partnership of Attendance Works and Technology for Social Impact agree to house student information data provided by Oakland Unified School District in order for OUSD school district employees to track school and student-level chronic absence and attendance patterns, trends and individualized interventions on a weekly basis with the goal of improving student attendance.

The partnership of Attendance Works and Technology for Social Impact understands that this database will store and access educational records that contain personally identifiable student information, as those terms are defined under the Family Education Rights and Privacy Act, 20 U.S.C. §§ 1232g *et seq.* (hereinafter "FERPA"). The partnership of Attendance Works and Technology for Social Impact further understands that, as a public school in receipt of federal funding, the School District and its employees and agents must, pursuant to FERPA, maintain the confidentiality of such educational records.

The Oakland Unified School District will provide data points of their choosing to the partnership of Attendance Works and Technology for Social Impact to be uploaded and housed on a fully secure and protected site in order for designated school district employees to track students who are chronically absent.

The following data points are deemed to be what are necessary and essential in tracking chronic absence and interventions:

Student and School ID Number
First and Last Name
Student Picture
Grade
Gender
Ethnicity
Fluency
Home Language
Special Education Status
Distance to School
Home Room and Home Room Teacher
Days Enrolled and Days Absent
Reason For Absence
Contact Date and Contact Note
Intervention Strategy, Comment and Result

DATA SHARING AGREEMENT
OAKLAND UNIFIED SCHOOL DISTRICT/[RECIPIENT]
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Furthermore, the partnership of Attendance Works and Technology for Social Impact agree to the following:

1. Any and all information specific to this project will be stored electronically by the partnership of Attendance Works and Technology for Social Impact at a fully secure, protected site housing secure computer servers and storage systems, designed for the sole purpose of providing complete protection of secure, private data, in accordance with industry best practices and standards. Any and all subsequent access to any and all student information or data will be permitted only by authorized school district personnel.
2. The partnership of Attendance Works and Technology for Social Impact understands that it must contact the School District in writing immediately if there has been an unauthorized disclosure of educational records or of the personally identifiable student information contained therein, or if Attendance Works believes that such a disclosure must occur.
3. Under no circumstances may the partnership of Attendance Works and Technology for Social Impact disclose educational records or the personally identifiable student information contained therein to a party other than the School District, its authorized agents, or the respective parent/guardian of the student to whom such record relates, without express written permission of the School District.

The Oakland Unified School District grants permission for the partnership of Attendance Works and Technology for Social Impact to perform an analysis of aggregate student data for the purposes of evaluating the impact of utilizing the MAIT on student attendance. This analysis will not be shared outside of these parties without the express, written permission of OUSD.

V. FERPA – PERSONALLY IDENTIFIABLE INFORMATION

*Check/Initial
all that apply*

_____ 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

DATA SHARING AGREEMENT
OAKLAND UNIFIED SCHOOL DISTRICT/[RECIPIENT]
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(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 representatives of:

(i) The Comptroller General of the United States;

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OAKLAND UNIFIED SCHOOL DISTRICT/[RECIPIENT]
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- (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.

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OAKLAND UNIFIED SCHOOL DISTRICT/[RECIPIENT]
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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

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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 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

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OAKLAND UNIFIED SCHOOL DISTRICT/[RECIPIENT]
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Agreement. The DISTRICT or its agents may upon request review the records required to be kept under this section.

DISTRICT REPRESENTATIVE

Name:

Title:

Address:

Email:

Telephone:

Fax:

RECIPIENT REPRESENTATIVE

Name: Steve Tai

Title: Chief Technical Officer,
Technology for Social Impact

Address: 951 Mariners Island Blvd,
Suite 300 (Rm 313), San Mateo

Email: steve@techforsocialimpact.org

Telephone: (415) 609-1367

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

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OAKLAND UNIFIED SCHOOL DISTRICT/[RECIPIENT]
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notice of report is first shared with the DISTRICT and the DISTRICT's approval is first obtained.

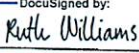
- o. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regards to data sharing and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both 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/ PARTNERSHIP OF ATTENDANCE WORKS AND
TECHNOLOGY FOR SOCIAL IMPACT
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Accepted on behalf of the RECIPIENT

By:  Date: January 30, 2018

Hedy Chang, Executive Director of Attendance Works
By:  Date: Jan 30, 2018
Authorized Representative

Steve Tai, Chief technical Officer of Technology for Social Impact
By: DocuSigned by:  Date: 2/5/2018
Authorized Representative

Ruth Williams, CEO of Community Initiatives

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Marion McWilliams, General Counsel

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



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NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

POLICY CHANGE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPANY: Nonprofits Insurance Alliance of California (06730)
POLICY NUMBER: 2017-06730
NAMED INSURED: Community Initiatives*
POLICY CHANGE EFFECTIVE: 10/30/2017
COVERAGE PART AFFECTED: COMMERCIAL GENERAL LIABILITY
POLICY CHANGE#: 15 Page 1

The following additional insured(s) is/are hereby added to the policy:

CG 20 26 Locations - ALL
Oakland Unified School District \$0
Attention: Risk Management
Oakland, CA 94607

All other terms, limits and conditions remain the same.

ADDITIONAL PREMIUM: \$0
RETURN PREMIUM: \$0
TOTAL PREMIUM: \$0

Handwritten signature of Pamela C. Q.
AUTHORIZED SIGNATURE

02/21/2018

(02069)

POLICY NUMBER: 2017-06730
Named Insured: Community Initiatives*

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Oakland Unified School District
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.