

Board Office Use: Legislative File Info.	
File ID Number	15-0329
Introduction Date	3-11-15
Enactment Number	15-0317
Enactment Date	3/11/15 o.r.



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by Procurement) 3/11/15

Subject Memorandum of Understanding by and between The Kenneth Rainin Foundation and Oakland Unified School District

Action Requested Approval of Memorandum of Understanding by and between The Kenneth Rainin Foundation and Oakland Unified School District

Background
A one paragraph explanation of why the consultant's services are needed. For the 2014-15 school year, The Kenneth Rainin Foundation has awarded Oakland Unified School District a grant of \$286,985 which will be used toward the District's implementation of the Foundation's SEEDS of Early Literacy program.

Discussion
One paragraph summary of the scope of work. This Memorandum of Understanding governs The Kenneth Rainin Foundation's services to the District's implementation of the Program and the sharing of District data, including pupil identifiable information, for the limited purpose of analyzing data to develop, validate, or administer predictive tests relating to the district's implementation of the SEEDS of Early Literacy program and assess transitional kindergarten and pre-kindergarten students' early literacy skills within the District and to improve instruction for children in the District.

Recommendation Approval of Memorandum of Understanding between The Kenneth Rainin Foundation and Oakland Unified School District for the school year 2014-2015.

Fiscal Impact Funding resource name: The Rainin Foundtion

Attachments

- Memorandum of Understanding

Memorandum of Understanding
By and Between Oakland Unified School District and The Kenneth Rainin Foundation

The Kenneth Rainin Foundation ("Foundation") is a 501(c)3 exempt private foundation formed in November, 1997. For the 2014-2015 school year, the Foundation has awarded Oakland Unified School District ("OUSD" or "District") a grant of \$286,985 which will be used towards the District's implementation of the Foundation's SEEDS of Early Literacy program ("Program"). This Memorandum of Understanding governs the Foundation's services to the District to assist in the District's implementation of the Program and the sharing of District data, including pupil identifiable information, for the limited purpose of analyzing data to develop, validate, or administer predictive tests relating to the district's implementation of the SEEDS of Early Literacy program and to assess transitional kindergarten and pre kindergarten students' early literacy skills within the District and to improve instruction for children in the District.

I. FOUNDATION SERVICES SUPPORTING DISTRICT'S IMPLEMENTATION

1. Grant Acceptance: The OUSD Governing Board hereby formally accepts the grant of two hundred eighty six thousand nine hundred and eighty five dollars (\$286,985) by the Foundation for implementation of the Program in the 2014-2015 school year, as described in Exhibit A. The District hereby agrees to utilize the grant as set forth in the program budget and all such uses will be in accordance with its Board Policies, Administrative Regulations, collective bargaining agreements and state and federal law.

2. Foundation Services: In addition to the grant funds, the Foundation shall provide technical support and assistance in implementing the Program during the 2014-2015 school year at no cost to the District (the "Services"). This support includes providing professional development to District employees to establish a framework for the Program, collecting and analyzing data on behalf of the District to assess the Program and improve instruction, and training Reading Corp volunteers to support District teachers and assist in conducting District assessments. None of the work performed by the Foundation will be work that is performed by District employees.

3. Qualifications to Provide Services: The Foundation warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the

United States of America, and all local laws, ordinances and, /or regulations, as they may apply. The Foundation warrants that it, by and through its employees, agents, and volunteers, has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. The Foundation's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

4. Notices: All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: Devin Dillon
Site /Dept.: Chief Academic Officer
Address: 1000 Broadway, Suite 680
Oakland, CA 94607
510-434-7790
Email: devin.dillon@ousd.k12.ca.us

Phone:

Kenneth Rainin Foundation:

Susan True
Director of Education Strategy and Ventures
Kenneth Rainin Foundation
155 Grand Ave, Suite 1000
Oakland, CA 94612
Phone: 510-625-5200
Email: susan.true@krfoundation.org

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

5. Status of Foundation: This is not an employment contract for any Foundation employee, agent, contractor, or volunteer, including without limitation Reading Corp volunteers. The Foundation, in the performance of this Agreement, shall be and act as an independent contractor. The Foundation understands and agrees that it and all of its employees, agents, contractors, or volunteers shall not be considered officers, employees, agents, partner, or joint venturers 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

State Unemployment Compensation or Worker's Compensation. The Foundation 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 the Foundation's employees. In the performance of the work herein contemplated, the Foundation 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.

6. Insurance: Unless specifically waived by OUSD, the following insurance is required:

i. If the Foundation employs any person to perform work in connection with this Agreement, the Foundation 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. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence. Check one of the boxes below:

The Foundation 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 Services of this Agreement.

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

ii. The Foundation shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against the Foundation. The policy shall protect the Foundation and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

7. Licenses and Permits: The Foundation shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

8. Assignment: The obligations of the parties under this Agreement shall not be assigned without the express prior written consent of the other party.

9. Non-Discrimination: It is the policy of OUSD that in connection with all work performed under contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, the Foundation agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the Foundation agrees to require like compliance by all its sub-contractors and affiliates, including

without limitation, Raising a Reader, ServeMinnesota, TIES (A Joint Powers Board. Technology and Information Education Services) and each organization's employee, agents, contractors and volunteers. The Foundation shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

10. Drug-Free / Smoke Free Policy: 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 controlled substances, alcohol or tobacco on these sites.

11. Indemnification:

i. The Foundation agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation arising out of, or in any way related to the negligence or willful misconduct of the Foundation or any of its agents, subcontractors, employees, officers, and/or volunteers in connection with this Agreement, unless the injury or damage resulted from the negligence or the willful misconduct of the District, in which case liability will be apportioned according to fault.

ii. The District agrees to hold harmless, indemnify, and defend the Foundation and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation arising out of, or in any way related to the negligence or willful misconduct of the District or any of its agents, subcontractors, employees, officers, and/or volunteers in connection with this Agreement, unless the injury or damage resulted from the negligence or the willful misconduct of the Foundation, in which case liability will be apportioned according to fault.

iii. It is expressly understood that any express or implied agreement by the District to indemnify, hold harmless, or defend the Foundation is (a) subject to the official policies and procedures adopted by the Board of Education of the District ("Board"), and (b) will not be afforded unless shown to be caused by the negligence or willful misconduct of the District. Further, it is expressly understood between the parties that nothing herein is intended to bar any defense or immunity made available to the parties by statute or otherwise, and that any right to indemnification of a party by the other party requires a showing of direct liability to a third party by the party seeking indemnification.

12. Copyright/Trademark/Patent/Ownership: The Foundation understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission, except to the extent that it is permitted under this Agreement. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. The Foundation consents to use of the Foundation's name in conjunction with the use, performance and distribution of the matters, for any purpose and in any medium. These matters

include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by the Foundation or its Sub-contractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.

13. **Authorized Usage of Data and Intellectual Property:** The Foundation will provide District with an electronic copy of the final versions of all reports and other documents associated with the project. District, as the owner of the data and intellectual property as described above, reserves the right to distribute and otherwise use the final report and associated documents in its discretion, in sum or in part. The District hereby grants Foundation and any subcontractors used to perform the Services, including but not limited to Raising a Reader, ServeMinnesota, and TIES, and each organization's directors, officers, employees, agents and volunteers working in such capacity, a royalty free, nonexclusive, worldwide license to use, publish, and distribute findings, reports, and other documents produced in connection with the Services, provided that such findings, reports and other documents (i) are first shared with District and (ii) don't violate the confidentiality and data sharing provisions of this Agreement.

14. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

15. **Term:** This Agreement takes effect upon signature by the authorized representative of each party and will remain in effect until the earlier of June 30, 2017 or termination of the Agreement pursuant to its terms.

16. **Termination:** OUSD and the Foundation may each at any time terminate this Agreement upon 30 days prior written notice to the other party.

17. **Conduct of the Foundation:** By signing this Agreement, the Foundation certifies compliance with the following requirements for its employees, agents, contractors, subcontractors and volunteers (including without limitation Reading Corp volunteers) and will provide OUSD with evidence of staff qualifications, which include:

- i. **Tuberculosis Screening:** The Foundation is required to screen employees, agents, contractors and volunteers (including without limitation Reading Corp volunteers) who will be working at OUSD sites for more than six hours. The Foundation affirms that each employee, agent, contractor and volunteer (including without limitation Reading Corp volunteers) has current proof of negative TB testing on file and TB results are monitored.
- ii. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to the Foundation's services

under this Agreement and the Foundation certifies its compliance with these provisions as follows: "The Foundation certifies that it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to Reading Corps volunteers paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of the Foundation, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, 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. The Foundation further certifies that it has received and reviewed fingerprint results for each of its Reading Corps volunteers and the Foundation will adhere to OUSD's volunteer clearance protocol for all other employees and agents..

18. **Removal:** In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any Foundation related persons, employee, representative or agent from an OUSD school site and, or property, including without limitation Reading Corp volunteers, the Foundation shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

20. **OUSD's Evaluation of Reading Corp volunteers:** OUSD may evaluate the Reading Corp volunteers' work in any way that OUSD is entitled to do so pursuant to applicable law. OUSD's evaluation may include, without limitation:

i. Requesting that OUSD employee(s) evaluate the Reading Corp volunteers and each of their performance.

ii. Announced and unannounced observance of the Reading Corp volunteers.

Similarly, the Foundation may observe the District's implementation of the Program and provide feedback to the District relating to implementation and compliance with the terms of the grant and this Agreement. However, such observations do not constitute evaluation of the District's employees and personnel information relating to District employees cannot be shared with the Foundation.

21. **Limitation of OUSD Liability:** As set forth in this Agreement, OUSD does not have any financial obligations under this Agreement except for the expenditure of the grant funds to implement the Services in accordance with the terms of the grant and 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.

22. **Confidentiality:** The Foundation and all the Foundation's agents, personnel, employee(s), and/or subcontractors shall maintain the confidentiality of all information received in the course of

performing the Services. The Foundation understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

23. Conflict of Interest: The Foundation shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. The Foundation shall not hire any officer or employee of OUSD to perform any Services under this Agreement without the prior approval of OUSD Human Resources. The Foundation affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between the Foundation's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing. Through its execution of this Agreement, the Foundation acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event the Foundation receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, the Foundation agrees it shall notify OUSD in writing.

24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The Foundation 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/>).

25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.

26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereto 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.

28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. 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.

30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

II. DATA SHARING BETWEEN THE DISTRICT AND THE FOUNDATION

31. Data To Be Shared:

- (1) Student-level Literacy assessment data for students enrolled in the District's regular preschool (PK) and transitional kindergarten (TK) classrooms in the 2014-15 school year, including related demographic data ;
- (2) Student-level Attendance records for District for students enrolled in the District's regular preschool classrooms (PK) and transitional kindergarten (TK) for the 2014-15 school year.

32. Agreement for Sharing of Data:

This Agreement is entered into by the District and the Foundation for the purpose of outlining the District's implementation of the Program and sharing the District's information between the parties in a manner consistent with the Family Education Records Privacy Act of 1974 ("FERPA"). The District's information will be used by researchers at the Foundation to analyze data to develop, validate, or administer predictive tests relating to the District's implementation of the Program within the District and to improve instruction for children in the District. The information shared will be used only for this purpose and the information will be destroyed pursuant to the terms of this Agreement when it is no longer needed for the stated purposes of the study. The Agreement does allow for presentations, publication and use of aggregated non confidential data.

33. Parties. The District is a local educational authority ("LEA") subject to FERPA. The Foundation desires to conduct data analyses and studies on behalf of the District for the purpose of assessing the District's implementation of the Program

34. Compliance With FERPA. To effect the transfer of data subject to FERPA, the Foundation agrees to:

- a. In all respects comply with the provisions of FERPA. For purposes of this Agreement, "FERPA" includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations and reauthorization

when effective. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation.

b. Use the data shared under this Agreement for no purpose other than District-related research and analysis authorized under Section 99.31(a)(6) of Title 34 of the Code of Federal Regulations which allows disclosure of personally identifiable information from students' education records in connection with the District's conducting studies to develop, validate, or administer predictive tests, administer student aid programs, or improve instruction. The Foundation further agrees not to share data received under this MOU with any other entity without District approval, except for Raising a Reader (a California nonprofit who is responsible for hiring and training Reading Corps volunteers who will volunteer in District schools under the supervision of District employees), ServeMinnesota, and TIES (A Joint Powers Board Technology and Information Education Services) and each organization's directors, officers, employees, agents, contractors and volunteers. The Foundation agrees to ensure that Raising a Reader, ServeMinnesota, TIES (A Joint Powers Board Technology and Information Education Services) and each organization's employee, agents, contractors and volunteers is aware of and agrees to the confidentiality and privacy protections set forth in this Agreement and follows all requirements in this Agreement to the same extent that the Foundation is obligated under this Agreement. The Foundation agrees to allow the Office of the State Auditor, subject to FERPA restrictions, access to data shared under this Agreement and any relevant records of the Foundation for purposes of completing authorized audits of the parties.

c. Require all employees, contractors, and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this Agreement. Nothing in this paragraph authorizes sharing data provided under this Agreement with any other entity for any purpose other than completing the Services authorized under this Agreement.

d. 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 Provide the Services. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access, share, or maintain data under this Agreement shall not under any circumstances transfer from the Foundation to any other institution or entity or unauthorized individual or agent. The Foundation shall report to the District within 48 hours of becoming aware of any use or disclosure of the confidential data in violation of this agreement or applicable law

e. 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 except as referenced herein. The Foundation may publish results of studies authorized by this Agreement, but specifically agrees to delete all data items that include any group of students less than five (5), and to require all employees, contractors and agents of any kind to also abide by that policy.

f. Not to 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 Section 99.31(6)(iii) of Title 34, Code of Federal Regulations.

g. Provide to the District a description of specific research studies being conducted on behalf of the District for which the confidential data are being used, and to notify the District in advance and in writing of any new project or research question the Foundation proposes to address. The description of research studies will identify linkages between the data being disclosed to the Foundation under this Agreement and covered by FERPA to specific research studies. Further, it will include the fixed ending date for use of all data linked to each project. The Foundation agrees to neither amend nor alter the scope, design, format or description of a project or report generated by the Foundation or any of its employees, contractors, or agents, for this project, except as consistent with the Agreement, without prior written notice to District.

h. Destroy all data and provide verification in writing of the destruction of all copies of the data obtained under this Agreement to District twelve (12) months following the date of publication of the final report of this project. All data no longer needed shall be destroyed or returned to the District in compliance with 34 CFR Section 99.35(b)(2). The District will maintain the data in accordance with state and federal laws. The Foundation agrees to require all employees, subcontractors, or agents of any kind to comply with this provision.

i. If necessary, to submit required documentation to an institutional review board or privacy board should the use of the confidential data change or warrant such review.

35. 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's schools. 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.

36. Authorized Representative: The Foundation shall designate in writing a single authorized representative able to request data under this Agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the completion of any projects and the return or destruction data as required by this Agreement. The Foundation designates Susan True as the authorized representative of the District's data. The District or its agents may upon request review the records required to be kept under this section.

37. Related Parties: The Foundation agrees to bind to the terms of this agreement, including confidentiality and destruction or return of student data, all related or associated institutions, individuals, employees or contractors who may have access to the data or may own, lease or

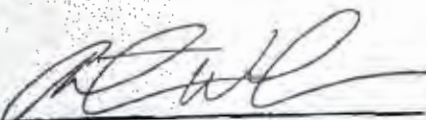
control equipment or facilities of any kind where the data is stored, maintained or used in any way. This includes without limitation, Raising a Reader, ServeMinnesota, TIES (A Joint Powers Board, Technology and Information Education Services) and each organization's employee, agents, contractors and volunteers. Data may be stored on a server owned and maintained by the Foundation with additional data but may not be merged with any other data without prior written permission from the District. This Agreement takes effect only upon acceptance by authorized representatives of the Foundation, by which that institution agrees to abide by its terms and return or destroy all student data covered by this Agreement 12 months following the date of publication of the final report of this project.


(Signature Page Follows)

Accepted on behalf of Kenneth Rainin Foundation

By  _____ Date: 1-30-15
Jen Rainin, President

Accepted on behalf of Oakland Unified School District

By  _____ Date: 3/12/15
Superintendent Antwan Wilson

By  _____ Date: 3/12/15
President, Board of Education

Approved as to form:

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

By: *Marion McWilliams*
Marion McWilliams Attorney at Law

By Assistant General Counsel

Date: 1/22/15

Marion McWilliams, Deputy General Counsel

JOINER TO MEMORANDUM OF UNDERSTANDING

This Joinder to the Memorandum of Understanding (this "Joinder"), dated as of _____, 2015, is entered into by and between the signatories listed below under the title "Additional Parties" (the "Additional Parties") and the Kenneth Rainin Foundation, a California nonprofit public benefit corporation (the "Foundation" and together with Additional Parties, the "Parties") for the benefit of the Oakland Unified School District (the "District"). Capitalized terms used but not defined herein shall have the meanings set forth in the MOU (as defined below).

RECITALS

WHEREAS, the Foundation has entered into that certain Memorandum of Understanding, dated as of _____, 2015 (the "MOU"), with the District.

WHEREAS, the Additional Parties are existing or potential contractors and partners to the Foundation with respect to the Services being provided by the Foundation to the District.

WHEREAS, each of the Additional Parties wish to have access to Confidential Information and certain data subject to the Family Education Records Privacy Act of 1974 ("FERPA") in connection with its potential assistance and advice to the Foundation regarding the Services and wishes to take certain other actions pursuant to the MOU; and

WHEREAS, the MOU requires that the Foundation and its representatives, agents and subcontractors agree to certain requirements in connection with providing the Services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereby agrees as follows:

1. Each Additional Party has received and reviewed a copy of the MOU attached hereto as Exhibit A, and each such Additional Party hereby agrees to be bound by all of the terms and provisions of the MOU as may be applicable to such party according to its terms.
2. The address of each such Additional Party for any notices the Foundation or District may desire to provide to such party is as set forth opposite such Additional Party's name and signature below.
3. This Joinder shall be governed by and construed in accordance with the laws of the state of California.
4. This Joinder may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.


Signatures delivered by facsimile or other electronic means shall be deemed to be originals for all purposes.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed the Joinder effective as of the date first above written.


THE FOUNDATION

KENNETH RAININ FOUNDATION


By: 
Name: Jenni Per Rainin
Title: CEO

ADDITIONAL PARTIES


RAISING A READER

By: 
Name: MARGARET (MOLLY) WERTZ
Title: EXECUTIVE DIRECTOR


SERVEMINNESOTA

By: 
Name: Audrey Sukes
Title: CEO

TIES (TECHNOLOGY INFORMATION AND EDUCATIONAL SERVICES)

By: 
Name: Benjamin Silbergoff
Title: Director

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

By: 
Maria Mendicino Attorney at Law
Assistant General Counsel



Devin Dillon, PhD
Chief Academic Officer

Exhibit A

Memorandum of Understanding

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

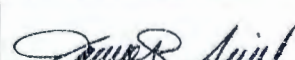
PRODUCER William Gallagher Associates Insurance Brokers, Inc. 470 Atlantic Avenue Boston, MA 02210	CONTACT NAME: PHONE (A/C, No, Ext): 617 261-6700 FAX (A/C, No): 617 261-6720 E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C : Hartford Casualty Insurance Co.</td> <td style="text-align: center;">29424</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Federal Insurance Company	20281	INSURER B :		INSURER C : Hartford Casualty Insurance Co.	29424	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Federal Insurance Company	20281														
INSURER B :															
INSURER C : Hartford Casualty Insurance Co.	29424														
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Rainin Group, LLC Kenneth Rainin Foundation 155 Grand Avenue Suite 1000 Oakland, CA 94612															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			35842875	08/01/2014	08/01/2015	EACH OCCURRENCE \$1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$10,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									PERSONAL & ADV INJURY \$1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC									GENERAL AGGREGATE \$2,000,000
										PRODUCTS - COMP/OP AGG \$ EXCLUDED
A	AUTOMOBILE LIABILITY			1473558421	08/01/2014	08/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000			
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$			
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$			
							\$			
	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR				EACH OCCURRENCE \$			
	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE \$			
	DED		RETENTION \$				\$			
							\$			
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			08WECNL0239	03/18/2014	03/18/2015	WC STATUTORY LIMITS OTH-ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N	<input type="checkbox"/> N / <input type="checkbox"/> A				E.L. EACH ACCIDENT \$1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000			
							E.L. DISEASE - POLICY LIMIT \$1,000,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Oakland Unified School District (OUSD) is hereby added as an Additional Insured under the General Liability and Auto policies per the contract with Kenneth Rainin Foundation.

CERTIFICATE HOLDER Oakland Unified School District (OUSD) 1000 Broadway Oakland, CA 94607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--