

Board Office Use: Legislative File Info.	
File ID Number	16-1783
Introduction Date	11-15-16
Enactment Number	16-1773
Enactment Date	11-15-16



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Antwan Wilson, Superintendent
 By: Vernon Hal, Senior Business Officer *VEH*
 John Krull, Chief Technology Officer, Technology Services

Board Meeting Date 11-15-16

Subject Approval of Memorandum of Understanding between the Oakland Unified School District and the City of Oakland

Action Requested Approve Memorandum of Understanding between The **OAKLAND UNIFIED SCHOOL DISTRICT** and **THE CITY OF OAKLAND**

Background Over the last two years, Oakland Unified School District (OUSD) staff and the Oakland Public Library (OPL) staff, which are part of the City of Oakland administration, have built strong one-on-one relationships working to improve technology and internet access to our shared constituency. The goal of both organizations is to increase literacy and educational success through a comprehensive, strategic and sustainable collaboration. In order to achieve this, the Library and the District seek build a strong relationship at the administrative level in order to work together more collaboratively and demonstrate measurable impact. OUSD and OPL would like to develop an infrastructure that will allow all OUSD students, in all OUSD schools (including OUSD authorized charter schools) to easily access and use the Library's online and print materials freely.

Both OUSD and OPL understand that such services shall be provided at no cost to OUSD.

Discussion The City of Oakland and OUSD desire to collaborate on activities to improve the educational opportunities and outcomes of the children both institutions share. In order to achieve an effective collaboration, The City of Oakland and OUSD need to share information about the children that may otherwise be prohibited from disclosure. This MOU defines roles and responsibilities of each party to safely share information and cooperate to produce the Oakland Promise Card that will, among other things, automatically enroll students, whose parent/guardian do not opt out, in the Oakland Public Library system for checking out books and resources. The term of this Agreement is from the date first written above through June 30, 2019 and may be extended thereafter by mutual written agreement signed by both Parties.

Recommendation Approve Memorandum of Understanding (this "MOU" or "Agreement") between The **OAKLAND UNIFIED SCHOOL DISTRICT** and the **CITY OF OAKLAND**.

Fiscal Impact No cost to District.

Attachments

- MEMORANDUM OF UNDERSTANDING BETWEEN THE OAKLAND UNIFIED SCHOOL DISTRICT AND THE CITY OF OAKLAND
-



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

Legislative File ID No. 16-1783

Department: Technology

Vendor Name: Oakland Public Library and Oakland Unified School District

Contract Term: Start Date: June 8, 2016 End Date: June 30, 2019

Annual Cost: \$ 0

Approved by: John Krull, Jackie Minor

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Over the last two years, OUSD staff and OPL staff have built strong one-on-one relationships working to improve technology and internet access to our shared constituency. The goal of both organizations is to increase literacy and educational success through a comprehensive, strategic and sustainable collaboration.

Summarize the services this Vendor will be providing.

Library and the District seek build a strong relationship at the administrative level in order to work together more collaboratively and demonstrate measurable impact. OUSD and OPL would like to develop an infrastructure that will allow all OUSD students, in all OUSD schools to easily access and use the Library's online and print materials freely.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

No cost. MOU between OUSD and the City of Oakland

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 \$86,000 (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
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 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 BETWEEN THE OAKLAND UNIFIED SCHOOL DISTRICT AND THE CITY OF OAKLAND

This Memorandum of Understanding ("MOU" or "Agreement") is made and entered into this 31st day of August, 2016, between The Oakland Unified School District (known as OUSD and referred to herein as "OUSD" or "the District") located at 1000 Broadway Suite 680 Oakland, CA 94607 and the City of Oakland ("City"), for a collaboration between OUSD and Oakland Public Library (the "the Library" or "OPL"). City and OUSD are sometimes referred to in this MOU individually as a "Party" and collectively as the "Parties."

Background.

Over the last two years, OUSD staff and OPL staff have built strong one-on-one relationships working to improve technology and internet access to our shared constituency. The goal of both organizations is to increase literacy and educational success through a comprehensive, strategic and sustainable collaboration. In order to achieve this, the Library and the District seek to build a strong relationship at the administrative level in order to work together more collaboratively and demonstrate measurable impact. OUSD and OPL would like to develop an infrastructure that will allow OUSD students to easily access and use the Oakland Public Library's electronic and print resources freely through the use of a joint Student ID/Library Card known as the Oakland Promise Card. The Oakland Promise Card will focus on supporting Oakland students through college and launching them into a successful career and life with a library card that will always travel with them and provide benefits of life-long learning.

Both OUSD and OPL understand that such services shall be provided at no cost to OUSD.

The term of this Agreement is from the date first written above through September, 2018 and may be extended thereafter by mutual written agreement signed by both Parties.

History of Relationship.

OUSD and OPL have a long history of working together as educational partners, with the Library serving as an extension of the classroom--providing students with access to books, computers, free tutoring, reading programs, technology support and dozens of other important educational resources during out-of-school time.

Additionally, both organizations have aligned around a focus on supporting traditional and digital literacy, and are committed to creating a community of readers, empowering individuals with free access to information, building a welcoming place where reading, learning and imagination thrive, maximizing academic achievement, and preparing every child to lead a rich and productive life.

The parties enter this Agreement to confirm their agreements regarding these matters.

Agreement.

OPL and OUSD desire to collaborate on activities to improve the educational opportunities and outcomes of the children both institutions share.

In order to achieve an effective collaboration, OPL and OUSD need to share information about the children that may otherwise be prohibited from disclosure.

For and in consideration of the mutual promises set forth in this Agreement, the parties do mutually agree as follows:

A. Obligations of OPL.

In connection with this Agreement, the OPL agrees to the following:

1. OPL will streamline student access to databases, print and e-materials by integrating OUSD Student ID numbers and OPL Library accounts through the Oakland Promise Card initiative, allowing every student in OUSD schools seamless access to Library databases and materials, which is especially timely in light of the OUSD goal of one-to-one technology in middle schools. Implementation will include training for students and staff on the Library's educational resources. In addition, the Library will work with staff and teachers to curate and highlight specific digital content, supporting OUSD curriculum goals.
2. Work collaboratively with OUSD to further deepen the partnership between the agencies.
3. Provide OUSD with data about elementary school student participation in the annual summer reading program, including student name.
4. OPL agrees to provide the information specified in this MOU to OUSD in consideration for OUSD's agreement to keep the information confidential as provided in this MOU.

B. Obligations of OUSD.

In connection with this Agreement, the OUSD agrees to the following:

1. OUSD will support implementation of the Oakland Promise Card initiative by providing to OPL: Student ID Number, first and last name, birthdate, school, grade, address, phone number, and email address of each student enrolled in OUSD. This database will be updated monthly beginning in August 2016 as new students enroll in the district.
2. In addition, OUSD agrees to provide aggregate data, sufficient to maintain privacy and confidentiality, on the results of OUSD benchmark and state testing assessments for students

enrolled in an OPL annual summer reading programs, compared to those not enrolled in OPL annual summer reading programs. Such data to be provided for students who enroll and complete the program by grade, and in whatever other aggregated form (such as race, language, foster status) is easily producible for OUSD.

3. In collaboration with OPL staff, help to facilitate the introduction of professional development opportunities for OUSD teachers and staff surrounding the Oakland Promise Card initiative and other Library projects.
4. OUSD agrees to provide certain directory information to OPL as specified in this MOU.
5. OUSD agrees to provide the information specified in this MOU to OPL in consideration for OPL's agreement to keep the information confidential as provided in this MOU.

C. Confidentiality.

1. OUSD maintains student records in accordance with all applicable federal and state laws and regulations. Such student records are confidential as provided under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 C.F.R. Part 99; and California Education Code §§ 49060 et seq.
2. California Education Code §§ 49061 and 49073 authorizes OUSD to release certain student records known as "directory information" to certain entities, including governmental agencies; directory information includes student name, address, telephone number, date of birth, email address, major field of study, participation in officially recognized activities and sports, dates of attendance, degrees and awards received, and the most recent previous school attended.
3. The California Public Records Act, at Government Code §§ 6254 and 6267 governs the confidentiality of registration and circulation records in libraries supported by public funds. It also governs the disclosure of record information.
4. OPL and OUSD agree that each entity shall comply with applicable federal and state laws relating to the confidentiality of the OPL provided information and the OUSD provided information.
5. Both Parties further agree that all information exchanged shall only be used for the purposes intended by this MOU, to limit disclosure of the exchanged information within its own organization to its directors, officers and employees who have a need to know, and to not disclose any information to any third party (whether an individual corporation, or other entity) without the express prior written consent of the other Party. Each Party shall satisfy its obligations under this Paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees and others who are permitted access to or use of the OPL provided information and/or the OUSD provided information.

6. To the extent that OPL has access to any personally identifiable information from students' education records, OPL agrees that it shall not use such information except for the legitimate educational purpose of providing services pursuant to this Agreement and that it shall not disclose this information to any other party for any reason. OPL's staff agrees to comply with all applicable federal and state regulations governing the student records, including FERPA.

7. The sharing of information by government agencies pursuant to Government Code section 6254.5(e) does not constitute a waiver of the exemption of such information from any future disclosure or from disclosure to any other entity or individual. If the Parties agree that a document is confidential pursuant to the California Public Records Act (and the Oakland Sunshine Ordinance as it applies to City), and subsequently exchange the document, the Parties shall each keep confidential any such document as permitted under Government Code Section 6254.5(e). The Parties shall seek to minimize the personnel that review confidential documents and shall only allow necessary personnel to analyze the documents. For the City, such records may only be shared with OPL staff (including their supervisors), and City Attorneys assigned to the projects (including their supervisors). For the OUSD, such records may only be shared with the Executive Director of Research and Development and staff assigned to the project, site principals, and the General Counsel and legal staff working on the project.

8. If either of the Parties receives a Public Records Act request (or Oakland Sunshine Ordinance request) seeking a document that has been designated as confidential and exchanged as described herein, the party receiving the request shall notify the other parties immediately, and the party receiving the request shall withhold the designated confidential documents from the Public Records Act and/or Sunshine Ordinance response.

D. General Provisions.

1. **Project Manager.** OUSD shall name a Project Manager for the OUSD. The Project Manager shall be the OUSD's representative in connection with the OPL's performance under this Agreement.

2. **OPL Supervisor.** OPL shall designate Supervisors for OPL. The OPL Supervisors are fully authorized to act on behalf of the OPL in connection with this Agreement.

3. **Indemnity/Hold Harmless.** Both Parties agree to indemnify the other Party and each other's councilmembers, commissioner board members, officers, agents and employees against, and to hold the same free and harmless from, any and all claims, demands, damages, injuries, losses, costs, expenses, actions or liabilities caused through their respective omission, negligence, intentional conduct.

4. **Insurance.** Both parties shall maintain and provide evidence of self-insurance for the duration of this Agreement.

5. Expenses. Any expenses related to the provision of services incurred by OPL shall be the sole responsibility of the OPL incurring such costs. All costs related to the provision of student ID cards will be the sole responsibility of OUSD.

6. Termination. Either Party may terminate this MOU without cause at any time by giving thirty days' prior written notice to the other Party of such termination and specifying the effective termination date.

7. Partnership. The provisions of this Agreement are not intended to create, and shall not be interpreted to create a joint venture, a partnership or any similar relationship between the parties.

8. Amendments. Any amendments or modifications to this MOU must be mutually agreed upon by the Parties in writing.

9. Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of California. Any controversies or legal problems arising out of this agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State of California and Oakland, California.

10. Notices. Formal notices, demands, and communications between OPL and OUSD shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail postage prepaid, return receipt requested or delivered by reputable overnight delivery service, return receipt requested or delivered personally with a delivery receipt, to the offices of OPL and OUSD as follows:

Oakland Unified School District
John Krull, Chief Technology Officer
1000 Broadway, Suite 300
Oakland, CA 94607

City of Oakland
Director of Library Services
Main Library
125 14th Street
Oakland, CA 94612

[Signatures appear on following page]

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

City of Oakland



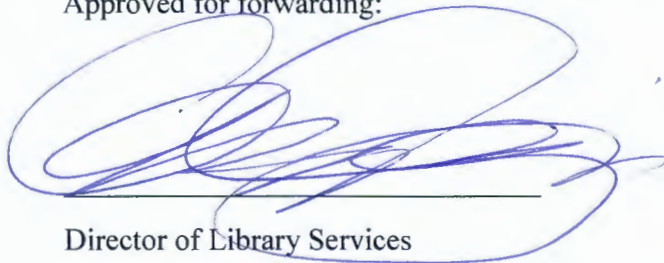
City Administrator

Oakland Unified School District



President

Approved for forwarding:



Director of Library Services



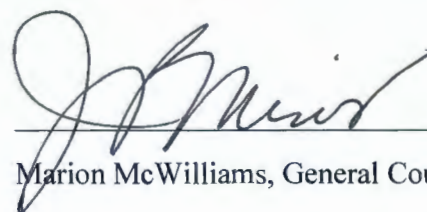
Superintendent and Secretary

Approved as to form and legality



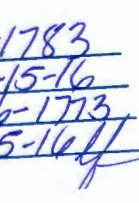
Deputy City Attorney

Approved as to form



Marion McWilliams, General Counsel

City of Oakland Resolution No. 86315

File ID Number: 16-1783
Introduction Date: 11-15-16
Enactment Number: 16-1773
Enactment Date: 11-15-16
By: 

MEMORANDUM OF UNDERSTANDING BETWEEN THE OAKLAND UNIFIED SCHOOL DISTRICT AND THE CITY OF OAKLAND

ADMINISTRATOR: Keenan & Associates
 1111 Broadway, Suite 2000
 Oakland, CA 94607
 510-986-6750
 www.keenan.com

LICENSE # 0451271

COVERED PARTY:
 Oakland Unified School District
 1000 Broadway, Suite 300
 Oakland CA 94607

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:
 ENTITY A: Northern California ReLiEF
 ENTITY B:
 ENTITY C:
 ENTITY D:
 ENTITY E:

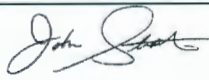
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/>	NCR 01711-08	7/1/2016 7/1/2017	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 0171-108	7/1/2016 7/1/2017	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01711-08	7/1/2016 7/1/2017	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-08	7/1/2016 7/1/2017	\$ 250,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
A	OTHER Sexual Abuse/Molestation	NCR 01711-08	7/1/2016 7/1/2017	\$ 250,000	\$1,000,000 Each Occurrence

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:
 As respects to the agreement between the City of Oakland and Oakland Unified School District for a collaboration between Oakland USD and the Oakland Public Library for the Oakland Promise Card through the coverage expiration date.

CERTIFICATE HOLDER:
 City of Oakland
 1 Frank H. Ogawa Plaza, 3rd Floor
 Oakland CA 94612

CANCELLATION.....SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.


 John Stephens
 AUTHORIZED REPRESENTATIVE

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-08	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

City of Oakland
1 Frank H. Ogawa Plaza, 3rd Floor
Oakland CA 94612

As Respects:

As respects to the agreement between the City of Oakland and Oakland Unified School District for a collaboration between Oakland USD and the Oakland Public Library for the Oakland Promise Card through the coverage expiration date.

The City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers are included as an Additional Covered Party. This coverage shall be primary to the Certificate Holder's coverage.

Authorized Representative

Issue Date: 10/7/2016

CITY OF OAKLAND CERTIFICATE OF SELF-INSURANCE

CERTIFICATE HOLDER: Oakland Unified School District
1000 Broadway, Suite 680
Oakland, CA 94607

LOCATION OF OPERATION: Oakland Public Libraries

DESCRIPTION OF ACTIVITY: The Oakland Promise Card. Pursuant to MOU between OUSD and the City of Oakland

DATE(S) OF COVERAGE: August 31, 2016–September 1, 2018

CERTIFICATE ISSUER: CITY OF OAKLAND
HUMAN RESOURCES MANAGEMENT
RISK MANAGEMENT DIVISION
150 Frank Ogawa Plaza, 3rd Floor
Oakland, CA 94612
510-238-7165

This is to certify that the City of Oakland is self-insured for the following coverages:

Type of Coverage(s)	Self-Insured Limit(s)
I. General Liability: Includes: Sexual misconduct/abuse	\$1,000,000 ea. occurrence
III. Workers' Compensation: Employer's Liability:	\$1,000,000 ea. occurrence EL each accident: \$1,000,000 EL policy by disease: \$1,000,000 EL employee by disease: \$1,000,000
<p>SPECIAL TERMS AND CONDITIONS: The following entities are hereby named as additional insured for the above referenced project in the covered areas of General Liability but only as regards work performed by or on behalf of the City of Oakland and its employees in conjunction with the referenced event:</p> <ul style="list-style-type: none"> • Oakland Unified School District, 1000 Broadway Suite 680, Oakland, CA 94607 	
<p>Should any of the above described programs of self-insurance be modified or cancelled before the expiration date shown below, the City of Oakland will give 30 days written notice to the named certificate holder.</p>	
<p>It should be expressly understood, however, that the intent of the insurance evidenced herein is extended pursuant to the Administrative Policies of the City of Oakland, which does not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions shall invalidate this certificate.</p>	
<p>Note: Any unauthorized alteration of this certificate will render the intended coverage null and void.</p>	

DATE ISSUED: October 5, 2016

CERTIFICATE EXPIRES: September 1, 2018

Deborah Grant

AUTHORIZED SIGNATURE
RISK MANAGER