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Enactment Date	2/25/15 o.d.



**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)*

Subject Memorandum of Agreement - Experience Corps Bay Area- (contractor) - Community Partnerships - 922/Community Schools and Student Services Department (site/department)

Action Requested Approval of a Memorandum of Agreement between the Oakland Unified School District and Experience Corps Bay Area, San Francisco, CA, to be primarily provided via the Community Schools and Student Services Department for the period of October 1, 2014 through June 30, 2015.

Background

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

The Full Service Community Schools Task Force recommended that OUSD create a Community Partnerships Workgroup. This Workgroup was charged with developing systems to more effectively and transparently manage district-partner and site-partner relationships. The Workgroup, composed of representatives from community-based organizations and OUSD staff, has been meeting since October of 2012. The group initially focused its efforts on developing systems and tools to make partnerships more intentional, and to better set site and partner(s) up for success. That work is now in the early stages of being piloted at a number of school sites. The Workgroup then went through a process to determine which additional topics it wanted to take on. Data and data sharing consistently rose to the top as an issue that affects virtually all partners and school sites as currently, there is no process in place to share OUSD's student-level data with partners, nor is there a way for the district or school to access partners' data about the students they serve. Without a two-way data sharing process in place, it is difficult to understand the impact partners' programming has on students. This MOU details the steps and procedures to open up student-level data sharing between OUSD and community partners by collecting parental consent to release a copy of the Comprehensive Student Data Roster to partners stripped of the information of students who don't have consent or those who don't participate in partner programs. OUSD will only share confidential information where a student's parent or guardian has provided prior written consent for OUSD to share confidential information to Experience Corps Bay Area.

Discussion

*One paragraph
summary of the
scope of work.*

Approval by the Board of Education of a Memorandum of Agreement between the District and Experience Corps Bay Area, San Francisco, CA, for the latter as a community partner to work with OUSD to share defined information and data to improve its program and tailor instruction to the learning needs of particular students; follow procedures to access student-level data sharing between OUSD and community partners by collecting parental consent to release a copy of the Comprehensive Student Data Roster for the Community Schools and Student Services Department for the period of October 1, 2014 through June 30, 2015, at no cost to the District.



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Recommendation	Approval of a Memorandum of Agreement between Oakland Unified School District and Experience Corps Bay Area. Contractual services to be provided by the Community Schools and Student Services Department for the period of October 1, 2014 through June 30, 2015.
Fiscal Impact	Funding resource name (please spell out): <u>No Fiscal Impact</u>
Attachments	Memorandum of Agreement Certificate of Insurance Statement of Qualifications

AGREEMENT FOR CONFIDENTIAL DATA EXCHANGE BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND EXPERIENCE CORPS BAY AREA

This Data Exchange and Confidentiality Agreement (“Agreement”) between Oakland Unified School District (hereinafter referred to as OUSD) and Experience Corps Bay Area describes the means to be used by Experience Corps Bay Area to ensure the confidentiality and security of information and data exchanged between OUSD and Experience Corps Bay Area for the purposes stated below.

I. GENERAL TERMS

A. PURPOSE

Experience Corps Bay Area engages older adults (50+) as tutors and mentors in order to increase literacy skills of children in grades K-3 on several OUSD campuses, including Sankofa Academy, International Community School, Think College Now, Piedmont Elementary School, Cleveland Elementary School, Emerson Elementary School, Garfield Elementary School and Parker Elementary School. Under this agreement, OUSD will share defined information and data (defined herein) to Experience Corps Bay Area in order for Experience Corps Bay Area to improve its program and tailor instruction to the learning needs of particular students. OUSD will only share confidential information where a student’s parent or guardian has provided prior written consent for OUSD to share confidential information to Experience Corps Bay Area.

B. NATURE OF DATA

To further the achievement of the above stated purpose, OUSD will, at its discretion, provide Experience Corps Bay Area with data extracts from the OUSD data systems to include data elements identified in **Attachment A**.

These data are expected to contain confidential information, the disclosure of which is restricted by a provision of law. Some examples of "confidential information" include, but are not limited to, "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act and “personal information” about students as defined by the Code of Federal Regulations CFR Title 34 Volume 1 Part 99.3.

C. TRANSFER OF DATA

OUSD and Experience Corps Bay Area shall use OUSD’s means and schedule for transferring confidential information.

OUSD will not share confidential information pertaining to any particular student with Experience Corps Bay Area unless and until the parent/guardian of each student provides prior written consent for OUSD to release confidential information to Experience Corps Bay Area.

Confidential information will never be e-mailed by OUSD or Experience Corps Bay Area whether in aggregate or individual form.

Confidential information may only be shared via a password-protected, encrypted document via OUSD's official Google Apps Drive or through another method approved by OUSD Technology. Experience Corps Bay Area may only gain access to the document on the Google Drive via the organization's official e-mail addresses.

Experience Corps Bay Area may not move, transmit, or copy files from the secure folder.

D. PERIOD OF AGREEMENT

This Agreement shall be effective from October 1, 2014 until June 30, 2015.

E. Experience Corps Bay Area RESPONSIBILITIES

Experience Corps Bay Area agrees to the following confidentiality statements:

1. Experience Corps Bay Area acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and comply with all applicable confidentiality laws, which may include but are not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the California Education Code and the Family Education Rights and Privacy Act (FERPA) as set forth in this agreement. Experience Corps Bay Area is responsible for complying with all District, Local, State and Federal confidentiality applicable laws and regulations.
2. Experience Corps Bay Area will only access the confidential information of those students whose parents/guardians have given prior written consent for the release of such information to Experience Corps Bay Area. Experience Corps Bay Area will immediately notify OUSD if it mistakenly gains access to other confidential information.
3. Experience Corps Bay Area will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
4. Experience Corps Bay Area will grant access only to staff members who need access in order to further the purpose of this agreement.
5. Experience Corps Bay Area shall (a) instruct all staff with access to confidential information about the requirements for handling confidential information and (b) notify staff of the sanctions against unauthorized disclosure or use of confidential and private information.
6. Experience Corps Bay Area shall not assign this Agreement or any portion thereof to a third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
7. Experience Corps Bay Area will not use or further disclose the information accessed or received other than as permitted by this Data Use Agreement or as otherwise required by law.
8. Experience Corps Bay Area will report only aggregate data and will not report any individual data,

nor will data be reported in a manner that permits indirect identification of any individual. This paragraph will survive the termination of this Agreement.

9. Experience Corps Bay Area agrees to obtain written approval from OUSD prior to engaging any subcontractors to perform any services requiring access to any individually identifiable information.
10. Experience Corps Bay Area shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations.
11. Experience Corps Bay Area shall use the data only for the purpose stated above. These data shall not be used for personal gain or profit.
12. Experience Corps Bay Area shall only access the data furnished by OUSD in the secure location maintained by OUSD and shall take reasonable steps to prevent unauthorized access to it. Experience Corps Bay Area shall not transfer the data to another electronic location. Experience Corps Bay Area will not print or make hard copies of the data sets.
13. Experience Corps Bay Area shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.
14. Experience Corps Bay Area shall destroy all confidential information when it is no longer needed or in use.

F. TERMINATION

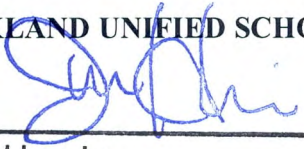
1. This Agreement may be terminated by OUSD without notice.
2. Upon ninety (90) days written notice from OUSD, Experience Corps Bay Area shall delete all confidential and/or sensitive information promptly so that it is no longer accessible for analysis or use. In the absence of such notice, Experience Corps Bay Area may continue to use such data for research, education or related purposes.

G. GENERAL UNDERSTANDING

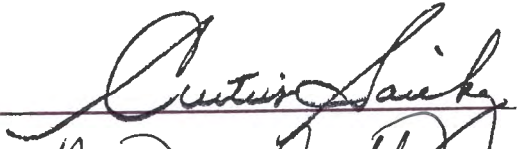
1. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.
2. This Agreement shall be governed by and construed under the laws of the State of California.
3. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

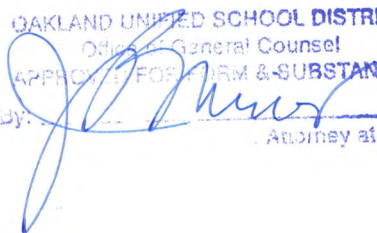
Signed:

FOR OAKLAND UNIFIED SCHOOL DISTRICT


James Harris
President, Board of Education


Antwan Wilson
Secretary, Board of Education


Curtis L. Smith
Superintendent

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVAL FOR FORM & SUBSTANCE
By: 
Attorney at Law

Experience Corps Bay Area


Experience Corps Bay Area

Date

10/24/14

OUSD or District verifies that
the Contractor does not appear on
the Excluded Parties List at
www.epls.gov/eplis/search.do.

File ID Number: 15-0240
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By: 0.2

ATTACHMENT A: SPECIFIC DATA ELEMENTS

- 1) Period teachers
- 2) Grade
- 3) Ethnicity
- 4) Gender
- 5) School Enter Date
- 6) Special Ed Flag
- 7) Home Language
- 8) English Fluency
- 9) Attendance
- 10) District literacy benchmarks, including SRI, DIBELS, DRA and F&P
- 11) District math benchmarks
- 12) CELDT
- 13) 2012-13 CST
- 14) SBAC
- 15) Period Grades (middle and high)
- 16) GPA (middle and high)
- 17) Early Warning English Math Fail (middle and high)

PROUD AFFILIATE



Experience Corps Bay Area

Scope of Work

Experience Corps Bay Area (ECBA) engages older adults (50+) as tutors and mentors in order to increase literacy skills of children in grades K-3. We have been effective in bolstering educational practice in Bay Area schools and our volunteers have been indispensable to our success. Through this generational exchange, children succeed, older adults thrive, and communities are made stronger. Currently we partner with 8 schools in Oakland Unified School District, along with another 10 schools throughout San Francisco and Berkeley.

PROUD AFFILIATE



Experience Corps Bay Area

To Whom It May Concern:

Experience Corps Bay Area submits this Statement of Qualifications to the Oakland Unified School District (OUSD) to support our work in Oakland in a unique intervention program which addresses two of the community's major challenges: improving academic achievement among at-risk elementary school students and increasing healthy aging behaviors among older adults.

All members of the ECBA staff have either extensive professional experience and/or educational backgrounds, including education, youth development, gerontology, training, and/or program evaluation. For example, all of our Site Coordinators have BA or BS degrees, some Masters degrees, and one a PhD in Education. The Member Support Director has her Masters Degree in English, college-level teaching experience and six years of on-the-ground recruitment experience. Our Literacy Trainer is a credentialed teacher with nearly a decade of experience teaching low-income students. While our Special Projects Coordinator managed the implementation of complex evaluations, including federal grant reporting requirements, and has her degree from UC Davis. Full staff resumes are available upon request.

If you have any questions or wish to discuss this further, please do not hesitate to reach me at 415-889-9742 or lalpert@aspiranet.org.

Best,

A handwritten signature in cursive script, reading 'Lauren Alpert'.

Lauren Alpert
Member Support Director

SAM Search Results

List of records matching your search for :

Search Term : Experience* Corps* Bay* Area*
Record Status: Active

No Search Results

ACORD TM **CERTIFICATE OF LIABILITY INSURANCE**Date (MM/DD/YR)
4/11/14

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 require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Heffernan Insurance Brokers
1350 Carlbach Avenue
Walnut Creek, CA 94596
CA License #0564249

**CONTACT
NAME:**PHONE
(A/C,No,Ext): **925-934-8500**FAX
(A/C,No): **925-934-8278**EMAIL
ADDRESS:**INSURERS AFFORDING COVERAGE****NAIC #**

INSURER A: Lexington Ins. Co.

19437

INSURER B: Granite State Ins. Co.

23809

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Aspiranet
400 Oyster Point Blvd., Suite 501
South San Francisco, CA 94080

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

THIS IS TO CERTIFY THAT 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	ADD L INS R	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL L LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			41-LX-008996132-8	12/16/13	12/16/14	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> \$25,000 Per Occurrence Deductible						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO			02-CA-003893706-8	12/16/13	12/16/14	BODILY INJURY (Per person) \$
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> Comp Ded \$1,000 <input checked="" type="checkbox"/> Coll Ded \$1,000						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			41-UD-000273533-08	12/16/13	12/16/14	EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
B	Crime			02-LX-008996141-8	12/16/13	12/16/14	E.L. DISEASE - POLICY LIMIT \$
							Limit: \$ 500,000 Ded: \$500
A	Professional Liability			41-LX-008996132-8	12/16/13	12/16/14	Each Wrongful Act \$ 1,000,000
							Aggregate Limit \$ 3,000,000
							Deductible - Each Wrongful Act \$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: As Per Contract or Agreement on File with Insured. This certificate replaces and supersedes all previously issued certificates.

CERTIFICATE HOLDER

Oakland Unified School District
900 High Street
Oakland, CA 94601

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

