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Introduction Date	8-12-15
Enactment Number	15-1278
Enactment Date	8/14/15



**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)*

8/14/15

Subject

Memorandum of Agreement - Citizen Schools - (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 Citizen Schools, Boston, MA, to be primarily provided via the Community Schools and Student Services Department for the period of July 1, 2015 through June 30, 2017.

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 agreement 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 Citizen Schools.

Discussion

*One paragraph
summary of the
scope of work.*

Approval by the Board of Education of a Memorandum of Agreement between the District and Citizen Schools, Boston, MA, 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 July 1, 2015 through June 30, 2017, at no cost to the District.



Recommendation	Approval of a Memorandum of Agreement between Oakland Unified School District and Citizen Schools Contractual services to be provided by the Community Schools and Student Services Department for the period of July 1, 2015 through June 30, 2017.
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
CITIZEN SCHOOLS**

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

I. GENERAL TERMS

A. PURPOSE

Citizen Schools partners with schools to expand the learning day at an OUSD campus, Greenleaf Elementary. Under this agreement, OUSD will share defined information and data (defined herein) to Citizen Schools in order for Citizen Schools 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 Citizen Schools.

B. NATURE OF DATA

To further the achievement of the above stated purpose, OUSD will, at its discretion, provide Citizen Schools 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 Citizen Schools shall use OUSD's means and schedule for transferring confidential information.

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

Confidential information will never be e-mailed by OUSD or Citizen Schools 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. Citizen Schools may only gain access to the document on the Google Drive via the organization's official e-mail addresses.

Citizen Schools may not move, transmit, or copy files from the secure folder.

D. PERIOD OF AGREEMENT

This Agreement shall be effective from July 1, 2015 until June 30, 2017.

E. Citizen Schools RESPONSIBILITIES

Citizen Schools agrees to the following confidentiality statements:

1. Citizen Schools 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. Citizen Schools is responsible for complying with all District, Local, State and Federal confidentiality applicable laws and regulations.
2. Citizen Schools will only access the confidential information of those students whose parents/guardians have given prior written consent for the release of such information to Citizen Schools. Citizen Schools will immediately notify OUSD if it mistakenly gains access to other confidential information.
3. Citizen Schools will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
4. Citizen Schools will grant access only to staff members who need access in order to further the purpose of this agreement.
5. Citizen Schools 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. Citizen Schools 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. Citizen Schools 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. Citizen Schools 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. Citizen Schools agrees to obtain written approval from OUSD prior to engaging any

subcontractors to perform any services requiring access to any individually identifiable information.

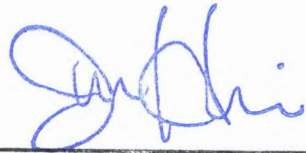
10. Citizen Schools shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations.
11. Citizen Schools shall use the data only for the purpose stated above. These data shall not be used for personal gain or profit.
12. Citizen Schools 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. Citizen Schools shall not transfer the data to another electronic location. Citizen Schools will not print or make hard copies of the data sets.
13. Citizen Schools 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. Citizen Schools 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, Citizen Schools 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, Citizen Schools may continue to use such data for research, education or related purposes.

G. GENERAL UNDERSTANDING

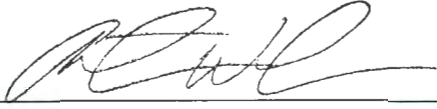
1. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.
2. This Agreement shall be governed by and construed under the laws of the State of California.
3. Any waiver by any party of the violation of any provision of this Agreement shall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



James Harris
President, Board of Education


Signed:

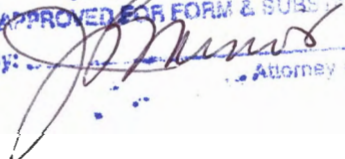
FOR OAKLAND UNIFIED SCHOOL DISTRICT



Antwan Wilson, Superintendent

8/3/15
Date

File ID Number: 15-1414
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By: 

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

By: _____ Attorney at Law

Citizen Schools



Citizen Schools Dir. of Strategic Initiatives

6/19/15
Date

TO: Community Partnerships Department, OUSD

FROM: Eva Marlatt, Citizen Schools

SUBJECT: Scope of Work for 2015/16

DATE: June 15, 2015

CC: Maria Drake, ED Citizen Schools California

SCOPE OF WORK

Summary:

Citizen Schools will provide after-school homework assistance, English Language Arts and/or mathematics classes, STEAM enrichment through apprenticeships (experiential learning courses co-taught with community volunteers), mentoring, as well as experiences that build college-/career-readiness. Programming will include 6th-8th graders with an emphasis on 6th grade coverage.

Partnership goals:

The goals of the ELT program are to foster academic success, build interest in STEM careers, promote college-readiness and mindset, support social-emotional well-being, and increase family engagement with students' school experience.

Partnership modality:

At the beginning of the school year, campus leadership from both the middle school site and Citizen Schools will collaborate on a *School Partnership Agreement* to define the details of the incorporation of the ELT program into each campus' specific goals, priorities, and initiatives.

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)

A Long-Term Impact on Students

Evidence suggests that students who participate in Citizen Schools are more engaged and successful in school than their peers—even years after the program.

Participation in Citizen Schools is associated with successful transitions from middle school to high school and with positive long-term trends related to the successful completion of high school.

POLICY STUDIES ASSOCIATES¹

ENGAGEMENT

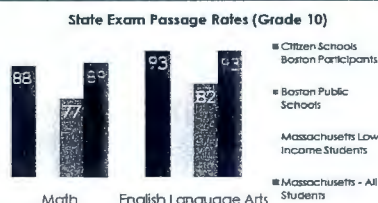
Attendance is one of the best predictors of whether a student will drop out of school. As early as middle school, high absenteeism is a powerful indicator of dropout risk.



Citizen Schools attendance is **higher than** matched peers, reducing absenteeism by 43%.¹

ACHIEVEMENT

Many students lack the academic skills necessary for college and career success. Only one-quarter of high school graduates who took the ACT in 2010 met college readiness benchmarks.²



9 out of 10 Citizen Schools alumni passed state exit exams in math and English.¹

GRADUATION

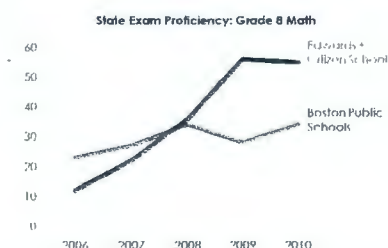
Nationwide, 2.2 million students attend high schools that qualify as "dropout factories." Each year, more than a million young people fail to graduate with their class.³



Citizen Schools participants had a **20% higher high school graduation rate** than matched peers (71% vs. 59%).¹

SCHOOL TURNAROUND

Education Secretary Arne Duncan has called on states and districts to turn around the lowest-performing 5% of schools — about 5,000 schools nationwide that have persistently failed to meet benchmarks for student proficiency.



Participants in Citizen Schools' flagship ELT partnership **reversed the achievement gap** in math, with proficiency rates that were higher than the state average.⁴

COMMITTED TO EVALUATION

- Our internal **Program Scorecard** defines key outcomes and indicators and enables us to track progress toward goals.
- Our **online database** tracks dosage and outcomes, allowing staff to identify areas of strength and concern in real time and adjust their practice.
- An external **longitudinal study** recently completed by Policy Studies Associates employed a quasi-experimental matched comparison group design and reported positive findings related to school engagement, achievement, and attainment.
- The next phase of our external evaluation includes a **study of schools** that adopt Expanded Learning Time in partnership with Citizen Schools.

¹ Arcaira, Vile, and Reisner (2010). *Achieving High School Graduation: Citizen Schools' Youth Outcomes in Boston*.

² ACT (2010). *The Condition of College and Career Readiness 2010*.

³ Civic Enterprises, Everyone Graduates Center, and America's Promise Alliance (2010). *Building a Grad Nation*.

⁴ Based on Massachusetts Comprehensive Assessment System (MCAS).

More Time, Used Well

After 15 years of after-school innovation, Citizen Schools is forming deep partnerships with middle schools to expand the learning day for all students—to close the achievement gap by closing the opportunity gap.

American schools need change. And better teaching and more time for learning must be at the center of that change. But educators and policy makers don't yet know how to take advantage of a longer day to accelerate great teaching, and as a result, many efforts to expand the public school day have only provided more of what didn't work in the normal day and have yielded meager results.

Citizen Schools has developed and tested a strategy for accelerating student learning and transforming struggling public schools. We add 30% more learning time, infuse more relevant learning activities and higher expectations for our students, and engage a "second shift" of educators to connect current learning with future college and career opportunities.

Now Citizen Schools is scaling its Expanded Learning Time (ELT) model to 25 persistently failing middle schools by 2012 in partnership with 10 rural and urban school districts and public and private funders.

These ELT pilots will demonstrate how ELT done right can improve and turn around struggling schools. And we will provide the support and relationships that are essential to lift graduation rates—bringing aspiring young educators and committed volunteers, especially scientists and engineers, into schools.



COMPONENTS OF CITIZEN SCHOOLS ELT PARTNERSHIPS

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Transition around 3pm					
	ACADEMIC SUPPORT	ACADEMIC SUPPORT	ACADEMIC SUPPORT	ACADEMIC SUPPORT	
	COLLEGE TO CAREER CONNECTIONS	APPRENTICESHIPS	EXPLORATIONS	APPRENTICESHIPS	
Dismissal around 6pm					

The Citizen Schools ELT program based on accepted educational principles and Citizen Schools' proven model. ELT principles include:

- 30% more learning time, about 400 more hours per year
- Include the whole school, or a large portion (such as a whole grade level), in the expanded day
- Focus on middle school transition years
- Engage talented outside educators to complement traditional instruction
- Connect school day learning to real-world application through
- Include small-group academic coaching that is aligned with and supports the core academic subjects
- Engage parents and community volunteers and partners

"We can no longer afford an academic calendar designed when America was a nation of farmers who needed their children at home plowing the land at the end of each day. That is no way to prepare them for a 21st century economy. That is why I'm calling for us not only to expand effective after-school programs, but to rethink the school day to incorporate more time."

PRESIDENT BARACK OBAMA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/26/2014

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 Hays Companies of New England 133 Federal Street 2nd Floor Boston, MA 02110	1-617-723-7775	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: mcrosby@hayscompanies.com	FAX (A/C, No):
INSURED Citizen School, Inc 308 Congress Street Fl 5 Boston, MA 02210		INSURER(S) AFFORDING COVERAGE INSURER A: PHILADELPHIA IND INS CO INSURER B: HANOVER INS CO INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 18058 22292

COVERAGES **CERTIFICATE NUMBER:** 41160883 **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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			PHPK1194574	07/01/14	07/01/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1194574	07/01/14	07/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			PHUB464113	07/01/14	07/01/15	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WHN595635805 (AOS) WZN599835805 (MA,NC)	07/01/14 07/01/14	07/01/15 07/01/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime			PHPK1194574	07/01/14	07/01/15	250,000

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

Certificate holder is Additional Insured under the General Liability policy where required by written contract.

CERTIFICATE HOLDER

Oakland Unified School District Risk Management 1000 Broadway Oakland, CA 94607
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USA

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