

Board Office Use: Legislative File Info.	
File ID Number	15-1413
Introduction Date	8-12-15
Enactment Number	15-1277
Enactment Date	8/12/15 <i>aw</i>



**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

8/12/15
Memorandum of Agreement - Reading Partners - (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 Reading Partners, Oakland, CA, 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 Reading Partners.

Discussion

*One paragraph
summary of the
scope of work.*

Approval by the Board of Education of a Memorandum of Agreement between the District and Reading Partners, Oakland, 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



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

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 Reading Partners 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): No Fiscal Impact

Attachments

Memorandum of Agreement
Certificate of Insurance
Statement of Qualifications

**AGREEMENT FOR CONFIDENTIAL DATA EXCHANGE BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT AND
READING PARTNERS**

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

I. GENERAL TERMS

A. PURPOSE

Reading Partners provides tutoring programs in English and Language Arts on several OUSD campuses, including Sankofa Academy, International Community School, Think College Now, Brookfield Elementary School, Futures Elementary School and Allendale Elementary School. Under this agreement, OUSD will share defined information and data (defined herein) to Reading Partners in order for Reading Partners 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 Reading Partners.

B. NATURE OF DATA

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

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

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

Reading Partners 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. Reading Partners RESPONSIBILITIES

Reading Partners agrees to the following confidentiality statements:

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

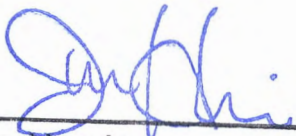
9. Reading Partners agrees to obtain written approval from OUSD prior to engaging any subcontractors to perform any services requiring access to any individually identifiable information.
10. Reading Partners shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations.
11. Reading Partners shall use the data only for the purpose stated above. These data shall not be used for personal gain or profit.
12. Reading Partners 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. Reading Partners shall not transfer the data to another electronic location. Reading Partners will not print or make hard copies of the data sets.
13. Reading Partners 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. Reading Partners 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, Reading Partners 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, Reading Partners may continue to use such data for research, education or related purposes.

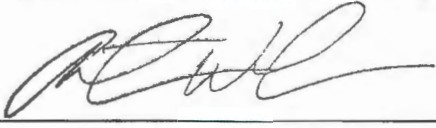
G. GENERAL UNDERSTANDING

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

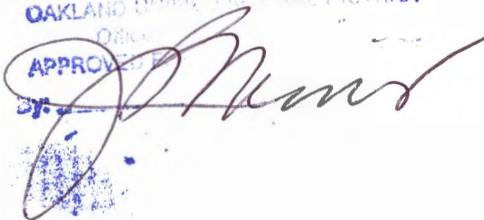
8/13/15
Date

Reading Partners


Reading Partners

6-17-15
Date

File ID Number: 15-1413
Introduction Date: 8/12/15
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Enactment Date: 8/12/15
By: 

OAKLAND UNIFIED SCHOOL DISTRICT
APPROVED BY


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

Scope of Work

Reading Partners (Oakland, CA) will provide a tutoring program at the following OUSD schools: Allendale Elementary School, Brookfield Elementary School, Futures Elementary School, International Community School, Sankofa Academy, and Think College Now. Tutoring will take place from approximately 9:00pm-5pm, Monday through Thursday for the period of August 24, 2015 through June 11, 2016. In collaboration with school leadership and school teaching staff Reading Partners will identify students based on school intervention planning needs. Reading Partners will place a full time Site Coordinator for school site to allow for strong coordination and communication between Reading Partners program and school staff. This Site Coordinator will be supported by a Program Manager, an experienced educator who manages a portfolio of approximately five school sites. Reading Partners will recruit, hire, and train tutors to work with identified students.

Statement of Qualifications

Reading Partners is a national education nonprofit that works with Title I elementary schools to support students who are reading six months to two-and-a-half years below grade-level. Reading Partners recruits and trains community volunteers to deliver a highly effective, research-validated curriculum that has helped thousands of children master the fundamental reading skills they need to prepare them for academic, social, and civic success. Our mission is to help children become lifelong readers by empowering communities to provide individualized instruction with measurable results.

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)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/07/2015

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 Barney & Barney, A Marsh & McLennan Agency LLC Company; CA License #0H18131 1340 Treat Blvd., Suite 250 Walnut Creek, CA 94597	CONTACT NAME: Felicia McAroy PHONE (A/C, No, Ext): 925 482-9300 FAX (A/C, No): 925 482-9390 E-MAIL ADDRESS: felicia.mcaroy@barneyandbarney.com																					
INSURED Reading Partners 180 Grand Avenue Ste. 800 Oakland, CA 94612	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Philadelphia Indemnity Ins.</td><td>18058</td></tr> <tr> <td>INSURER B:</td><td>Technology Insurance Company</td><td>42376</td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Indemnity Ins.	18058	INSURER B:	Technology Insurance Company	42376	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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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	X		PHPK1308043	03/13/2015	03/15/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY			PHPK1308043	03/13/2015	03/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<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						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB493111	03/13/2015	03/15/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC3469657	03/15/2015	03/15/2016	<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

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

Oakland Unified School District (OUSD) is included as Additional Insured (Gen. Liab.), per the attached.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District Attn: Risk Management 900 High Street Oakland, CA 94601	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 <i>Cyndi Hays</i>
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