

Board Office Use: Legislative File Info.	
File ID Number	16-2550
Introduction Date	12/14/16
Enactment Number	16-1910
Enactment Date	12-14-16 fl



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

To Board of Education

From

Board Meeting Date December 14, 2016

Subject **Agreement – Book Trust**

## Action Requested

## Approval of Agreement between the District and Book Trust

## Background and Discussion

Approval by the Board of Education of the Agreement between the District and Book Trust for the latter to provide students with the opportunity to choose, purchase, and own books which they can read with their families as they build home libraries as well as providing teachers with the opportunity to receive professional development on literacy best practices and tools and resources to support them in delivering high quality literacy instruction for the period of July 1, 2016 through June 30, 2017 in an amount not to exceed \$180,000.00.

## Recommendation

Ratification of Agreement between the District and Book Trust

## Fiscal Impact

\$180,000.00

## Attachments

- Agreement

## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN**

### **BOOK TRUST AND OAKLAND UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding ("MOU") is made and entered into as of \_\_\_\_\_ ("Effective Date") to establish a relationship agreement between Oakland Unified School District, a School District located at 1000 Broadway Suite 680 Oakland, CA 94607 ("District"), and Book Trust, a national literacy nonprofit at 789 Sherman St., Suite 300A, Denver, CO 80203 ("Book Trust").

WHEREAS, District seeks to provide its students with the opportunity to choose, purchase, and own books which they can read with their families as they build home libraries;

WHEREAS, District seeks to provide its teachers with the opportunity to receive professional development on literacy best practices and tools and resources to support them in delivering high quality literacy instruction;

WHEREAS, Book Trust has a proven history of providing structured, repeatable model of book distribution and program fidelity with positive results for students, teachers, and families;

BOTH PARTIES HEREBY RESOLVE to enter into this MOU to develop a relationship between District and Book Trust in order to establish the Book Trust program in select schools of the District.

#### **I. Representatives**

During the Term of this MOU, District designates Devin Dillon as its primary representative with regard to this MOU ("Book Trust's Representative"). Book Trust's Representative shall have overall responsibility for managing and coordinating District's performance of its obligations under this MOU, and be authorized to act for and on behalf of District with respect to all matters relating to this MOU.

District shall be responsible for the performance by the schools within the District and shall cause its schools to comply with the provisions of this MOU in connection with such performance. Wherever in this MOU the District delegates responsibility to such schools, the parties agree that such schools may not make decisions inconsistent with this MOU, amend the terms of this MOU or act contrary to its terms in any way.

#### **II. Responsibilities of the District**

District shall, or shall cause its schools to, undertake the following responsibilities:

##### **A. Resources**

1. Connect Book Trust to school partners that meet Book Trust's criteria in order to support Book Trust's onboarding of 15 District elementary schools by August 1, 2016.
2. Connect Book Trust to 7 - 8 school partners that meet Book Trust's criteria for control school (non-Book Trust) comparison in order to support Book Trust's program evaluation efforts. Book Trust will work with a district representative to identify 7 - 8 control schools and then

work with district leadership to select 5 control schools for evaluation partnership. Schools should be identified and commitments made by August 1, 2016.

#### **B. Data & Communications**

1. Provide to Book Trust staff members such unidentifiable student assessment and evaluation data as necessary to determine participation in the Book Trust program, control school analysis and comparison, and to report in aggregate on student demographics and reading improvement. A representative from OUSD will identify and provide the best assessment data to compare Book Trust schools to control schools.
2. Annually review and revise data requirements in the MOU to include data necessary to monitor and ensure student performance toward program implementation goals.
3. Provide visibility to Book Trust within the community through appropriate venues, such as the district newsletter, district website, related district initiatives, relative funding opportunities, and inclusion in appropriate school board updates.
4. Work with Book Trust staff on occasional public relations and media opportunities for the organization, including press releases, annual report, and announcements for both organizations.
5. Provide support to Book Trust staff to connect with control schools, implement teacher and student surveys, and collect data in a timely fashion.

#### **III. Responsibilities of Book Trust**

Book Trust shall undertake the following responsibilities:

##### **A. Literacy Program**

1. Launch the Book Trust program in 15 OUSD elementary schools by 2016-2017 school year. See Addendum A, which is attached hereto and incorporated by reference, for the list of schools and grade levels Book Trust will serve in the 2016-2017 school year.
2. Operate a literacy program in mutually agreed grade levels within school campuses from September through May of the calendar school year.
3. Work with teachers, designated site coordinators, and administrators at the school to complete program training, to ensure completion of the pre- and post-evaluations of the program, and to ensure that the program is implemented with fidelity.
4. Work with an administrator at selected control schools to provide incentives and ensure completion of the pre- and post- evaluation at select District elementary schools.

5. Provide one-on-one customer support to teachers in placing their Book Trust orders every month.

#### **B. Data & Communications**

1. Communicate with Book Trust managers and classroom teachers, both formally and informally, to ensure, to the best of the program's ability, that Book Trust's program is being implemented with fidelity.
2. Communicate with the District and school administration and other staff to ensure that the program is aligned with the District's mission and objectives.
3. At least once per school semester, as applicable, use reasonable efforts to provide the District, School administration and staff any requested data and information on Book Trust participation, usage, and outcomes as measured in evaluation.

#### **C. Management & Support**

1. Check in regularly with school site leaders on matters of student progress and program implementation logistics, usage, and adherence to program fidelity.
2. Support the professional development of all Book Trust teachers staff by providing an initial Professional Development training and ongoing opportunities, including coaching as needed, relevant research, and instructional resources.

### **IV. Confidentiality and Data**

#### **A. Data & Communications**

1. Book Trust shall maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, including the Family Educational Rights and Privacy Act (FERPA). Book Trust acknowledges that it may only use and disclose student information in compliance with the requirements and exceptions outlined in FERPA.
2. District acknowledges and agrees that Book Trust shall have access to and use of the data described in Section II.B. and shall be free to use and disclose any data generated in performance of the Book Trust program under this MOU, all in accordance with the terms and conditions of this MOU, subject to applicable law.

- B. Publicity. Book Trust may use District's name and may disclose District's relationship with Book Trust in advertising, press, promotion and similar public disclosures, provided that such advertising, promotions or similar public disclosures shall not indicate that District in any way endorses any Book Trust program without prior written permission from District.

## **V. Expenses and Payment**

- A. The total program cost is \$360,000 for the 2016-2017 school year. OUSD agrees to pay 50% or \$180,000 of the program cost and Book Trust agrees to fundraise the remaining 50% or \$180,000.
- B. Book Trust shall submit invoice(s) to District on November 15 and January 15. Each invoice will reflect 50% or \$90,000 of the OUSD program fee. Payments to Book Trust shall be due and payable thirty (30) business days after receipt by District of an invoice from Book Trust.
- C. Book Trust Support. Except as provided for in this Section IV. above, Book Trust will assume all expenses directly incurred in the operation of the literacy program including site visits, supplies, technology, equipment, travel, professional development, and other miscellaneous expenses.

## **VI. Miscellaneous**

This MOU shall commence on the Effective Date and continue for a 1-year period. At the conclusion of the initial 1 year period, the agreement will be reviewed and updated to reflect the details of an additional term which shall be agreed upon in an updated MOU.

Book Trust may terminate the MOU as a result of District's failure to meet the terms of the MOU at the end of a programming year. District may terminate the MOU at any time by providing sixty (60) days' written notice to Book Trust. District agrees that in the event of early termination, any Book Trust services provided hereunder will terminate and the District Fee for the applicable programming year will be prorated to reflect the portion of the year during which Book Trust provided services.

The parties make no warranties and expressly disclaim all representations and warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

This MOU and the Addendum(s) contain the entire agreement and understanding between the parties as to its subject matter. This MOU and the Addendum(s) may only be amended by mutual agreement of the parties in a writing signed by both parties. This MOU and the Addendum(s) shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflicts of law.

Both parties have read this MOU and each party agrees to hold the other party (and such party's directors, officers, and employees) harmless from any liability, demand, damage, cost or expense (including reasonable attorney's fees) arising from any third party claim, action or proceeding regardless of the form of action, on any theory of liability that may arise from or is related to this MOU or any Addendum. No party shall be liable for any consequential, punitive, exemplary, or incidental damages.

**Laws Governing Contract.** This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Alameda, in the State of California and that the County of Alameda, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. The

Parties further agree that the final resolution of any dispute in the event mediation is not successful shall be by binding arbitration.

Assignment. The Agreement shall not be assigned without the prior written consent of the District.

This MOU, is agreed to by District and Book Trust on this day of 9-26 2016 by:

*Amy Friedman*

Signature

President & CEO

Amy Friedman

Print Name

9/26/16

Date

If a witness it needed,  
ACKNOWLEDGED AND AGREED:

Oakland Unified School District

*[Signature]*  
President, Board of Education

*[Signature]*  
Superintendent and Secretary, Board of Education

Oakland Unified School District

*[Signature]*  
OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the General Counsel  
1725 - 2nd AVENUE - ROOM 408  
OAKLAND, CA 94612

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## **Addendum A**

### **Oakland Unified School District Schools Identified for Book Trust Participation in 2016-2017**

1. Bella Vista: Grades K-3
2. Brookfield: Grades K-3
3. Community United: Grades K-3
4. East Oakland Pride: Grades K-3
5. Emerson: Grades K-3
6. Esperanza: Grades K-3
7. Fred T. Korematsu: Grades K-3
8. Fruitvale: Grades K-3
9. Futures: Grades K-3
10. Global: Grades K-3
11. Hoover: Grades K-3
12. Lafayette: Grades K-3
13. New Highland: Grades K-3
14. Reach Academy: Grades K-3
15. RISE: Grades K-3