

Board Office Use: Legislative File Info.	
File ID Number	21-2012
Introduction Date	11/3/2021
Enactment Number	
Enactment Date	



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
*Community Schools, Thriving Students*

# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer

**Meeting Date** November 3, 2021

**Subject** Memorandum of Understanding between with The Oakland REACH and Oakland Unified School District

**Ask of the Board** Ratification by the Board of Education of the Memorandum of Understanding with The Oakland REACH for the latter to offer its Virtual Hub to students at OUSD's independent study program at Sojourner Truth

**Background & Discussion** The proposed Memorandum of Understanding ("MOU") allows students at OUSD's independent study program at Sojourner Truth to participate in REACH's Virtual Hub ("Hub"). The Hub offers academic instruction (i.e., literacy tutoring), social/emotional enrichment (i.e., virtual programming via community partners), community support (i.e., family case managers and family workshops/fellowships), tech training, and economic development. The final number of families REACH serves in the REACH Virtual Hub over the course of the year may vary based on student enrollment and REACH staff capacity.

**Fiscal Impact** No fiscal impact

**Attachment(s)**

- Memorandum of Understanding between with The Oakland REACH and Oakland Unified School District

## **The Oakland REACH MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“**MOU**”) is entered into by **The Oakland REACH (“REACH”)**, a non-profit corporation, and the **Oakland Unified School District (“OUSD” or “District”)**.

### **Background**

**REACH** partners with and empowers Oakland families to access educational opportunities for their children, assess the quality of those experiences, and advocate for improvements and for the high-quality learning their children deserve. **REACH** accomplishes these goals through its proven Citywide Hub model, which includes five components: high-quality academic instruction (i.e. SIPPS literacy tutoring), social/emotional enrichment (i.e. virtual programming via community partners), community support (i.e. family case managers and family workshops/fellowships), tech training, and economic development.

**REACH** and **OUSD** wish to enter into this **MOU** in connection with the implementation of **REACH** programming and partnership at **OUSD**’s Sojourner Truth Independent Study School.

**REACH** and **OUSD** hereby agree as follows:

### **1. Definitions.**

**1.1.**The “**REACH Virtual Hub**” means the set of supports **REACH** plans to provide to approximately 500 students and their families enrolled in the Sojourner Truth Independent Study School for the 21-22 school year. These supports include the elements of **REACH**’s Citywide Virtual Hub: high-quality academic instruction (i.e. SIPPS literacy tutoring), social/emotional enrichment (i.e. virtual programming via community partners), community support (i.e. family case managers and family workshops/fellowships), tech training, and economic development. The final number of families **REACH** serves in the **REACH Virtual Hub** over the course of the year may vary based on student enrollment and **REACH** staff capacity.

**1.2.**“**Student Reading Scores**” means reading levels measured by assessment which can be used to quantify a student’s reading progress.

### **2. Term.**

**2.1.** The term of this **MOU** shall be for the period July 21, 2021 through June 30, 2022.

**2.2.** This MOU may be terminated, with or without cause, prior to the expiration of the term by either party giving thirty (30) days written notice. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this MOU.

### **3. Scope of Work.**

#### **3.1. Responsibilities of REACH.**

**3.1.1. Family Support.** **REACH and OUSD** will connect students in the REACH Virtual Hub with access to resources, family workshops, tech trainings, and other services.

**3.1.2.** **REACH** will collaborate with and train OUSD staff to provide Family Workshops on a biweekly basis as well as weekly office hours to support families in leading through independent study.

**3.1.3. Enrichment Programming and Literacy Support.** **REACH** will coordinate and serve as a liaison between Sojourner Truth Independent Study and partner organizations that may provide enrichment programs and literacy professional development for Literacy Liberators or Literacy Tutors. This coordination may include, but is not limited to, programmatic data systems, enrichment programming, family communications and professional development.

#### **3.1.4. Marketing**

**3.1.4.1.** **REACH** will collaborate with **OUSD** around communications materials and information for families about the **REACH** Virtual Hub. **REACH** will work to align with **OUSD** on the contents of any communication materials regarding the **REACH** Virtual Hub partnership with **OUSD** before publishing. To the extent possible, input by **OUSD** shall be provided within forty-eight hours.

#### **3.1.5. Data Collection.**

**3.1.5.1.** **REACH** will ensure that **Equity Family Leaders, Literacy Liberators, and Literacy Tutors** monitor family engagement and student reading growth in the **REACH Virtual Hub** and input required information into the **Data Dashboard**. **REACH** will share the student-level data analysis it compiles with **OUSD**.

#### **3.1.6. REACH Support of Equity Family Leaders, Literacy Liberators, and Literacy Tutors**

**3.1.6.1. REACH** will train and provide coaching to the **Equity Family Leaders, Literacy Liberators, and Literacy Tutors.**

**3.2. Confidentiality.**

**3.2.1. REACH** understands that the information provided by or exchanged with **OUSD** will contain identifiable student data. **OUSD** and **REACH** therefore agree as follows:

- 3.2.1.1. REACH** and all of its agents, personnel, and employees shall maintain the confidentiality of all **OUSD** information received. **REACH** understands that student records are confidential and agrees to comply with all state and federal laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA); Article 1, Section 1 of the California Constitution; and Education Code Section 49062 *et seq.*, concerning the maintenance and disclosure of pupil records and data.
- 3.2.1.2.** The term “Confidential Information” shall mean **OUSD**’s trade secrets, confidential knowledge, know-how, Student Personal Identity Data, student records, personnel records, or other proprietary information or materials of **OUSD** or in **OUSD**’s possession and all information that a reasonable person would consider sensitive or confidential in nature.
- 3.2.1.3. REACH** agrees to take strict precautions to safeguard **OUSD** student Confidential Information and to limit access to such Confidential Information to **REACH**’s authorized personnel or agents who require such access and have agreed to abide by the applicable terms of this Agreement.
- 3.2.1.4. REACH** agrees to promptly return all such Confidential Information and related materials to **OUSD** upon termination of this Agreement, or at such time as may be requested by **OUSD** in writing, and to subsequently delete any copies possessed by **REACH**.
- 3.2.1.5. REACH** shall not, other than for the purposes permitted under this Agreement, (i) use any Confidential Information; (ii) disclose Confidential Information to any third parties; (iii) reverse engineer, disassemble, or decompile any Confidential Information, or make any derivatives or translations of the Confidential Information, without **OUSD**’s prior written consent.

**3.2.1.6.** The foregoing requirements to maintain confidentiality of **OUSD's** Confidential Information shall extend beyond the termination of this Agreement.

**3.2.2.** **REACH** may present all student and family data, in the aggregate, without any personal identifying information, to potential funders, student and parent participants, partnering schools and other parties interested in the mission of **REACH** to demonstrate the impact of the **REACH Virtual Hub** at **OUSD** if permitted by law and a separate data sharing agreement executed by the parties.

#### **4. Responsibilities of OUSD.**

**4.1. Collaboration with REACH.** **OUSD** will participate in the **REACH Virtual Hub** and make its best effort to support successful implementation. This includes granting program staff access to materials and resources available as permitted by this MOU.

**4.2. Enrollment.** **OUSD** will identify which students will participate in the **Virtual Hub**, prioritizing families already supported by **REACH**. **OUSD** will support **REACH** as needed in order to meet targets specified in Schedule A.

**4.3.** **OUSD** will be responsible for the operational, academic, and financial needs and requirements of an **OUSD** school. **REACH** will not be responsible for any legally required services or tasks.

**4.4. Legal/Regulatory Compliance.** **OUSD** and **REACH** are mutually responsible for ensuring its compliance with all applicable legal and regulatory requirements applicable to this MOU.

#### **4.5. Supplies and Technology.**

**4.5.1.** The granting of other requests by **REACH** will be within the exclusive discretion of **OUSD**.

**4.6.** **OUSD** will collaborate with **REACH** around communications materials and information for families about the **REACH Virtual Hub**. **OUSD** will work to align with **REACH** on the contents of any communication materials regarding the **REACH Virtual Hub** partnership with **OUSD** before publishing.

**5. Program Evaluation.** **OUSD** and **REACH** will partner to support the annual Program Evaluation process to determine recommended areas of program improvement.

6. **License of Materials.** REACH grants to OUSD a non-exclusive, non-transferable license to use the **Program Materials** for OUSD or its personnel until the final day of the **REACH Virtual Hub**, including (but not limited to) any materials provided in electronic form or computer-readable form, for use only in connection with the **REACH Virtual Hub** up to and until such time as REACH decides otherwise. All REACH materials used by OUSD shall contain the REACH name and copyright.
7. **Intellectual Property.**
- 7.1. **Copyright.** REACH reserves copyright in all written and electronic materials delivered and developed exclusively by REACH. These materials include, but are not limited to, curricula, lesson plans, and instructional material developed exclusively by REACH for the purposes of the **REACH Virtual Hub**. These items may not be copied or otherwise reproduced (including through electronic media) without the express written permission of REACH.
- 7.2. **Trademark and Trade Name.** This MOU does not give OUSD any ownership rights or interest in REACH's trade name or trademarks.
8. **Independent Contractors.** The employees of one party will not be considered employees of the other party within the meaning of any federal, state or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, workers' compensation, labor or taxes of any kind nor within the meaning or application of the other party's employee fringe benefit programs for purposes of vacations, holidays, pension, group life insurance, accidental death and medical benefits. OUSD's employees who perform the obligations of OUSD hereunder shall be under the employment and ultimate control, management and supervision of OUSD. REACH's employees who perform the obligations of REACH shall be under the employment and ultimate control, management and supervision of REACH. Nothing herein shall be construed to imply that OUSD and REACH are in a joint venture, partnership or principal-agent relationship, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.
9. **Entire Understanding.** This MOU, plus any data sharing agreement between the parties, constitutes the entire and sole understanding between the parties with respect to the subject matter hereof and supersedes any prior written agreements and any prior, contemporaneous or subsequent oral understanding, with respect to the subject matter hereof.
10. **Modification, Amendment or Addenda.** There shall be no modifications, amendments, or addenda of this MOU, except in writing and signed by the duly authorized representatives of both parties.
11. **Conflict.** In the event of any conflict, ambiguity, or inconsistency between this MOU and any other document, which may be annexed hereto, the terms of this MOU shall govern, except that

the terms of any data sharing agreement between the parties shall govern in the event of any conflict, ambiguity, or inconsistency between this MOU and that data sharing agreement.

**12. Tuberculosis Screening:** **REACH** is required to screen employees who will be working at **OUSD** sites for more than six hours. **REACH** affirms that each employee has current proof of negative TB testing on file and TB results are monitored.

**13. Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of California Education Code section 45125.1 apply to **REACH**'s services under this **MOU** and **REACH** certifies its compliance with these provisions as follows:

“**REACH** certifies that **REACH**, and all agents and assigns of **REACH**, have complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all **REACH** employees, subcontractors, agents, and subcontractors' employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by **OUSD**, or acting as independent contractors of **REACH**, who may have contact with **OUSD** pupils in the course of providing services pursuant to the **MOU**, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. **REACH** further certifies that it has received and reviewed fingerprint results for each of its Employees and **REACH** has requested and reviews subsequent arrest records for all Employees who may come into contact with **OUSD** pupils in providing services to **OUSD** under this **MOU**. In the event that **OUSD**, in its sole discretion, at any time during the term of this **MOU**, desires the removal of any **REACH**-related persons, employee, representative or agent from an **OUSD** school site and/or property, **REACH** shall immediately, upon receiving notice from **OUSD** of such desire, cause the removal of such person or persons.

**14. Notices.**

**FOR OUSD:**

Sondra Aguilera  
Chief Academic Officer  
Oakland Unified School District  
1000 Broadway, Suite 300  
Oakland, CA 94607  
Phone: (510) 879-  
Email: [Sondra.Aguilera@ousd.org](mailto:Sondra.Aguilera@ousd.org)

**FOR REACH:**

Lal Jones-Bey  
Chief Operations Officer  
The Oakland REACH  
333 Hegenberger Rd. Ste 750  
Oakland, CA 94621

Phone: 510-969-5841

Email: [lal@oaklandreach.org](mailto:lal@oaklandreach.org)

**15. Indemnification.** **REACH** shall indemnify and hold **OUSD** and its subsidiaries, affiliates, franchisees, successors, and assigns, and their schools, sites, board, trustee, officers, agents, employees, and representatives, harmless from and against any and all claims, demands, causes of action, liabilities, judgments, losses or expenses (including, without limitation, reasonable attorneys' fees) to the extent arising from any act or omission of **REACH** hereunder.

**OUSD** shall indemnify and hold **REACH** and its subsidiaries, affiliates, franchisees, successors, and assigns, and their board, officers, agents, employees, and representatives, harmless from and against any and all claims, demands, causes of action, liabilities, judgments, losses or expenses (including, without limitation, reasonable attorneys' fees) to the extent arising from any act or omission of **OUSD** hereunder.

**16. Insurance.** **REACH** shall maintain Commercial General Liability insurance, including automobile coverage, with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to **OUSD** and shall name **OUSD** as an additional insured. Evidence of insurance must be attached to this **MOU**. Endorsement of **OUSD** as an additional insured shall not affect **OUSD**'s rights to any claim, demand, suit or judgment made, brought or recovered against **REACH**. The policy shall protect **REACH** and **OUSD** in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

**16.1.** If **REACH** employs any person to perform work in connection with this **MOU**, **REACH** shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws, when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

**17. Limitation of OUSD Liability:** Other than as provided in this **MOU**, **OUSD**'s financial obligations under this **MOU** shall be limited to the payment of the compensation provided in this **MOU**. Notwithstanding any other provision of this **MOU**, in no event, shall either party be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to lost profits or revenue, arising out of, or in connection with, this **MOU** for the services performed in connection with this **MOU**.

**18. Governing Law/Venue.** This **MOU** shall be performed in Oakland, California and shall be construed to be made and interpreted under the laws of California, without resort to California's conflict of laws. The Alameda County Superior Court in the State of California shall have jurisdiction over any litigation initiated to enforce or interpret this **MOU**.



**19. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:**

**REACH** certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this **MOU**, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

**20. Authority to Enter MOU.** The parties specifically acknowledge that **OUSD** shall not be bound by the terms of this **MOU** until it has been formally approved in writing by **OUSD's** Governing Board, and no payment shall be owed or made to **REACH** absent formal written approval.

**21. Force Majeure.** Neither party shall be liable for any delay in delivery or nonperformance in whole of its obligations under this MOU if prevented from doing so by a cause or causes beyond its control, including, without limitation, acts of God or public enemy, disease, pandemic, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required and the non-performing party shall use reasonable efforts to remedy its inability to perform.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have caused this **MOU** to be executed.

**OAKLAND UNIFIED SCHOOL DISTRICT**

Oct 28, 2021

Date

By: *Sondra Aguilera*  
Sondra Aguilera (Oct 28, 2021 10:05 PDT)

Sondra Aguilera  
Chief Academic Officer

**The Oakland REACH**

Oct 22, 2021

Date

By: *Lal Jones-Bey*  
Lal Jones-Bey (Oct 22, 2021 13:44 PDT)

Lal Jones-Bey  
Chief Operations Officer

Approved as to form

