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Board Cover Memorandum

To Board of Education

From Sondra Aguilera, Acting Superintendent
Wesley Jacques, Executive Director, Academics and Instruction Dept.

Meeting Date November 30, 2022

Subject Memorandum of Understanding (No-Cost) – UnboundEd Learning, Inc. – Academics and Instruction Department

Ask of the Board Approval by the Board of Education of a Memorandum of Understanding by and between the District and UnboundEd Learning, Inc., New York NY, for the latter to provide services for a year-long Cohort program comprising two paths - the System Leader Academy (SLA) and the Equity Influencer Residency (EIR); these programs are designed in tandem to build cohesive alignment and systemic capacity in a school system via the Academics and Instruction Department, for the period of August 16, 2022 through June 30, 2023, at no cost to the District.

Background UnboundEd offers a year-long Cohort program comprising two paths - the System Leader Academy (SLA) and the Equity Influencer Residency (EIR). These programs are designed in tandem to build cohesive alignment and systemic capacity in a school system. This Cohort program (SLA and EIR) covers an academic year (approximately 10 months), beginning with an orientation meeting in August and concluding with an offboarding session in May. Each participant who successfully completes the residency will earn a certificate of completion from UnboundEd. This program offers Cohort districts a live/in-person Learning Walk in Oakland. This is a 4-day professional learning experience anchored in our rubric to understand GLEAM instruction in the classroom.

Discussion Approval of a No-Cost Memorandum of Understanding to provide services for a year-long Cohort program comprising two paths - the System Leader Academy (SLA) and the Equity Influencer Residency (EIR); these programs are designed in tandem to build cohesive alignment and systemic capacity in a school system overseen by the Academics and Instruction Department.

Fiscal Impact No Fiscal Impact

Attachment(s)

- Memorandum of Understanding
- Exhibit 1 – Statement of Work for Cohort 5 Services

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, effective as of August 16, 2022, is made by and between Oakland Unified School District (“District” or “OUSD”) and UnboundEd Learning, Inc., with a place of business at 228 Park Ave South, New York, NY 10003 (“Consultant” or “UnboundEd”), sets forth the terms and conditions under which Consultant will provide services to District. In consideration of the mutual promises contained herein, District and Consultant agree as follows:

1. Services. Consultant agrees to provide the professional development services (the “Services”) to District set forth on the Statement of Work attached hereto as Exhibit 1 (the “SOW”).
2. Term. This MOU will remain in effect through June 30, 2023 unless earlier terminated or extended as described below.
3. Payment for Services. No fees for Consultant’s Services will be due from OUSD. The fees for the Services are being funded by a grant provided to the Consultant.
4. Cooperation and Access. District agrees to cooperate, as set forth in the SOW, with Consultant to the extent necessary for Consultant to perform its Services thereunder. If Services are to be delivered at Consultant facilities, Consultant agrees to comply with the District’s applicable rules and regulations regarding safety, security, use, and conduct provided Consultant has notice of same.
5. Confidentiality.
 - 5.1. As used in this MOU, “Confidential Information” will mean all confidential, proprietary, or secret information, including without limitation components, parts, drawings, data sketches, plans, programs, specifications, techniques, processes, algorithms, inventions, and other information or material, owned, possessed, or used by either Consultant or District which is at any time so designated by such party in writing “Confidential” or “Proprietary”, whether by letter or by the use of a proprietary stamp or legend, prior to the time any such Proprietary Information is disclosed to the other party. In addition, information which (i) would be apparent to a reasonable person, familiar with the disclosing party’s business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the disclosing party or (ii) is orally or visually disclosed to the other party or which is not designated in writing as confidential, proprietary or secret at the time of disclosure but within a reasonable time after such disclosure the disclosing party delivers to the receiving party a written document describing such Proprietary Information and referencing the place and date of such disclosure and the names of the employees of the party to whom such disclosure was made, will constitute Confidential Information. Notwithstanding anything herein to the contrary, the

terms of this MOU, and Consultant's methodologies, work approaches, tutorials, procedures, techniques, UPP, professional development materials (unless otherwise specified therein) and processes, will constitute Consultant Confidential Information without the requirement of designating it as such either in writing or by use of a stamp or legend.

- 5.2. The provisions of Section 5.1 notwithstanding, Confidential Information will not include any information to the extent it (i) is or becomes a part of the public domain through no act or omission on the part of the receiving party, (ii) is disclosed to third parties by the disclosing party without restriction on such third parties, (iii) is in the receiving party's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this MOU, (iv) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto, (v) is independently developed by the receiving party without reference to the disclosing party's Confidential Information or (vi) is released from confidential treatment by written consent of the disclosing party.
 - 5.3. Each of Consultant and District will hold in confidence and not disclose (except on a confidential basis to its employees, agents, consultants or subcontractors who need to know in connection with the Project and who are bound to preserve the confidentiality thereof) all Confidential Information received from the other party in the same manner and to the same extent as it holds in confidence its own Confidential Information of a similar nature and value, and will not use any such Confidential Information except for purposes contemplated by this MOU.
 - 5.4. Each of Consultant and District will take appropriate action by instruction or agreement with its employees, agents, consultants, and subcontractors to satisfy its obligations under this Section 5 and each will be responsible for any breach of this Section 5 by its employees, agents, consultants or subcontractors.
 - 5.5. District agrees that the deliverables provided to District may be based on Consultant's Confidential Information and that the delivery of Services will not impair Consultant's right to make, prepare, create, procure or market products or services now or in the future.
6. Intellectual Property Rights.
- 6.1. The following terms will have the meanings indicated below:
 - 6.1.1. "District Materials" means materials that are created by Consultant specifically and uniquely for District and contained in the final work product delivered to District under the SOW.

6.1.2. "Consultant Materials" means keynote addresses, professional development materials, the UPP, the professional development online modules (and all enhancements and derivatives thereto), which Consultant (i) developed prior to the execution of the SOW and which it uses in the provision of services as part of its business, or (ii) develops during the course of the SOW but which are developed either at Consultant's cost or which are not uniquely applicable to the particular specifications, characteristics or functions of the District or District Materials.

6.2. When deliverables have been delivered and fully paid for by District pursuant to the SOW, Consultant acknowledges and agrees that, unless otherwise set forth herein or on the SOW, the District Materials will constitute "works made for hire" for District within the meaning of the Copyright Act of 1976, as amended, and will be the exclusive property of District. In consideration of and effective upon Consultant's receipt of all payments required hereunder, and subject to the other terms and conditions of this MOU, Consultant hereby assigns to District all such rights in the District Materials. Upon District's request, Consultant agrees to execute any instruments and do all things reasonably necessary by District in order to further perfect District's rights in the District Materials. District hereby grants to Consultant a non-exclusive, royalty free, perpetual license to use, copy, operate, process, modify and sublicense the District Materials.

6.3. District acknowledges and agrees that Consultant retains all right, title, and interest in the Consultant Materials. In consideration of and effective upon Consultant's receipt of all payments required hereunder, and subject to the other terms and conditions of this MOU, Consultant hereby grants to District a non-exclusive, non-transferable, royalty-free, license to use, copy, operate, process, and modify Consultant Materials solely for use in connection with the District Materials and solely for the District's internal educational purposes. District will limit use of and access to the Consultant Materials to such of District's employees who are directly involved in the utilization of the Consultant Materials and/or deliverables internally throughout District's business and who are bound to preserve the confidentiality thereof.

6.4. Notwithstanding anything in this MOU to the contrary, Consultant will be free to use for any purpose any information in intangible form, which may be retained by persons performing the Services such as ideas, concepts, know-how, techniques which do not contain any District Confidential Information. Nothing herein will prohibit Consultant from retaining one copy of the deliverables for its internal archive.

7. Indemnification.

- 7.1. In the event any action is brought against District based on a claim that the deliverables infringe any valid United States patent, copyright or trade secret of a third party, Consultant will indemnify, defend, and hold harmless District and its officers, directors, and employees against such action at Consultant's expense and pay all claims and expenses (including reasonable attorneys' fees) and damages finally awarded in such action or settlement which are attributable to such claim, provided that (i) Consultant is notified promptly in writing of such action; (ii) Consultant will have sole control of the defense of any such action and all negotiations for its settlement or compromise; and (iii) District will cooperate reasonably with Consultant in the defense, settlement or compromise of any such action. In the event that a final injunction is obtained against District's use of the deliverables, or if Consultant reasonably believes that District's use of the deliverables could be so enjoined, or if in Consultant's opinion any deliverable is likely to become the subject of a successful claim of such infringement, Consultant will, at its option and expense, (i) procure for District the right to continue using the deliverables as provided in this MOU or (ii) replace or modify the deliverables so that they become non-infringing (so long as the functionality of the deliverables is essentially unchanged) or, in the event neither of the previous two options are commercially feasible for Consultant.
- 7.2. Notwithstanding the foregoing, Consultant will not have any liability to District under this Section 7 to the extent that any infringement or claim thereof is based upon (i) the combination, operation or use of a deliverable in combination with materials not supplied by Consultant hereunder where the deliverable would not itself be infringing, (ii) compliance with designs, specifications or instructions provided by District, (iii) use of a deliverable in an environment for which it was not designed or not contemplated under this MOU, or (iv) modifications of a deliverable by anyone other than Consultant where the unmodified version of the deliverable would not be infringing.
- 7.3. To the furthest extent permitted by California law, Consultant shall indemnify, defend and hold harmless OUSD, its Governing Board, and current and former agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of Consultant's performance of this MOU. Consultant shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at Consultant's own expense, including reasonable attorneys' fees and costs and including retention of competent, independent counsel to represent OUSD Indemnified Parties, provided that (i) Consultant is notified promptly in writing of such action; (ii) Consultant will have sole control of the defense of any such action and all negotiations for its settlement or compromise; and (iii) District will cooperate reasonably with Consultant in the defense, settlement, or compromise of any such action..

- 7.4. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless Consultant, its Board, and current and former agents, representatives, officers, consultants, employees, trustees, and volunteers (“Consultant Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this MOU. OUSD shall, to the fullest extent permitted by California law, defend Consultant Indemnified Parties at OUSD’s own expense, including reasonable attorneys’ fees and costs, provided that (i) District is notified promptly in writing of such action; (ii) District will have sole control of the defense of any such action and all negotiations for its settlement or compromise; and (iii) Consultant will cooperate reasonably with District in the defense, settlement, or compromise of any such action..
- 7.5. THE FOREGOING INDEMNIFICATION PROVISIONS STATE THE ENTIRE LIABILITY OF CONSULTANT AND THE EXCLUSIVE REMEDY OF District WITH RESPECT TO INFRINGEMENT OR ALLEGED INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADEMARKS, TRADE SECRETS AND OTHER INTELLECTUAL OR PROPRIETARY RIGHTS BY THE DELIVERABLES OR THEIR USE.

8. Warranty.

- 8.1. Consultant warrants that the Services performed under this MOU will be performed in a professional and workmanlike manner and has the required skills and experience to perform the Services set forth in this MOU.
- 8.2. UNLESS OTHERWISE INCLUDED IN THE SOW, THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE CONCERNING MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE AND NO REPRESENTATION OR STATEMENT NOT EXPRESSLY CONTAINED IN THIS MOU OR THE SOW WILL BE BINDING ON CONSULTANT AS A WARRANTY. IN THE CASE OF BREACH OF THE FOREGOING WARRANTY BY CONSULTANT, District WILL OUTLINE WITH PARTICULARITY THE DEFECTS IN THE DELIVERABLES OR SERVICES AND CONSULTANT WILL COOPERATE WITH District AND CORRECT THE DEFECTS WITHIN A REASONABLE PERIOD OF TIME.

9. Limitation of Liability. IN NO CASE WILL EITHER PARTY’S MAXIMUM LIABILITY ARISING OUT OF THIS MOU, WHETHER BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED IN THE AGGREGATE, THE ACTUAL PAYMENTS RECEIVED BY CONSULTANT FROM THE THIRD PARTY FOR THE SERVICES. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR: (i) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF OPPORTUNITIES, LOSS OF DATA, OR LOSS OF USE DAMAGES, ARISING OUT OF THIS

MOU, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (ii) DAMAGES RELATING TO ANY CLAIM THAT AROSE MORE THAN ONE (1) YEAR PRIOR TO THE INSTITUTION OF SUIT THEREON.

10. Publicity. Upon District's written permission, Consultant may include District's name and logo on its customer lists and summarize generally the nature of any work being performed hereunder, subject to Consultant's confidentiality obligations under Section 5.
11. Non-Solicitation. During the period of performance of services by Consultant and for 12 months thereafter, District agrees not to solicit or induce any Employee or contractor of Consultant to terminate his or her employment or engagement with Consultant or to hire any Employee or contractor of Consultant without the prior written approval of Consultant provided that the foregoing shall not prevent District from employing or engaging a Consultant Employee or contractor who is responding to a general recruiting solicitation. For purposes of this paragraph, "Employee" and "contractor" means current employees or persons employed or engaged by Consultant within three months prior to the referenced activity.
12. Termination.
 - 12.1. This MOU and all rights granted hereunder may be terminated by either party in the event of a material breach by the other party (the "Defaulting Party") of any of its material obligations hereunder and failure by the Defaulting Party to remedy such breach within thirty (30) days (or ten (10) days in the event of non-payment by District) after written notice of such breach is provided to the Defaulting Party. In the event of such termination, neither party will be relieved of any of its obligations incurred prior to such termination and each party will have any and all rights and remedies available to it at law or in equity. Upon termination this MOU pursuant to this subsection, District will promptly return to Consultant (or, at Consultant's option, destroy and certify in writing to Consultant that it has destroyed) the original and all copies of any deliverables in District's possession for which District has not paid Consultant, including source code, archival copies, compilations, translations, partial copies, updates and modifications, if any, and will delete all copies of such deliverables from its computer libraries or storage facilities.
 - 12.2. This MOU may be terminated, by either party, effective immediately and without notice, in the event of (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of a composition of, or any assignment or trust mortgage for the benefit of, creditors. In the event of the

District's dissolution, termination of existence, liquidation, insolvency, appointment of a custodian or receiver or the institution of bankruptcy, receivership, insolvency or other similar proceedings, or the composition of, or assignment of trust mortgage for, the benefit of creditors, then the licenses granted under this MOU will be forfeited and returned to Consultant.

- 12.3. This MOU may be terminated for convenience, by either party, upon thirty (30) days prior written notice to the other party.
- 12.4. Sections 3, 5, 6, 7, 9, 10, 11, 12, and 13 hereof and any accrued rights to payment and remedies for breach of this MOU will survive, in accordance with their terms, the completion of Consultant's Services hereunder and the expiration or termination of this MOU.
13. Remedies. Because a breach of any obligations set forth in Sections 5, 6 and 11 will irreparably harm either party and substantially diminish the value of each party's proprietary rights in the deliverables or its Confidential Information, District and Consultant agree that if either party breaches any of its obligations thereunder, the other party will, without limiting its other rights or remedies, be entitled to equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that a party need not invoke the procedures set forth in Section 17 in order to seek injunctive or declaratory relief.
14. Force Majeure. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this MOU due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party will have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence.
15. [Intentionally blank for numbering purposes]
16. Notices. All legal notices provided for under this MOU shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 440
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

Consultant

Name: Taknauth Khilawan
Title: Vice President, Finance and Operations
Address: 228 Park Ave South, PMB 90834
City, ST Zip: NY, NY 10003
Phone:
Email: taknauth.khilawan@unbounded.org

17. Disputes. Other than as provided in Section 18.4 below, any dispute or claim arising out of or relating to this MOU will be resolved in accordance with the Dispute Resolution Process set forth in this Section. Any controversy or claim arising out of or relating to this MOU, or breach thereof, will be settled as follows: Members of the senior management of both Parties will meet to attempt to resolve such disputes. If a dispute cannot be resolved within ten (10) business days, either party may make a written demand for mediation. Within thirty (30) days after such written notification, the parties will meet for one (1) day with an impartial mediator. The costs and expenses of the mediator will be shared equally by the parties. If the dispute is not resolved by mediation, the parties may agree to settle the dispute by binding arbitration conducted in accordance with the JAMS procedures pursuant to its Streamlined Arbitration Rules and Procedure, by a single arbitrator, in New York, New York. The arbitrator will be selected as provided in the Streamlined Arbitration Rules and Procedure. The arbitrator may not award non-monetary or equitable relief of any sort. The arbitrator will have no power to award damages inconsistent with this MOU. No discovery will be permitted in connection with the arbitration unless it is expressly authorized by the arbitrator upon a showing of substantial need by the party seeking discovery. All aspects of the arbitration will be treated as confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a party will give written notice to all other parties and will afford such parties a reasonable opportunity to protect their interests. The result of the arbitration will bind the parties, and judgment on the arbitrator's award may be entered in any court having jurisdiction. Each party will bear its own costs of the arbitration. The fees and expenses of the arbitrator will be shared equally by the Parties.

18. Insurance

- 18.1. Consultant shall maintain Commercial General Liability Insurance, and automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence,

and two million dollars (\$2,000,000) aggregate, for bodily injury and property damage. Coverage for sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this MOU (and within 15 days of each new policy year thereafter during the term of this MOU). Evidence of insurance shall be attached to this MOU or otherwise provided to OUSD upon request. 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 Consultant. The policy shall protect Consultant 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.

- 18.2. Workers' Compensation Insurance. Consultant 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 (including, but not limited to, California Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

19. Miscellaneous.

- 19.1. This MOU with the attached SOW constitute the entire agreement between Consultant and District with respect to the subject matter hereof and supersede all prior agreements, promises, understandings and negotiations, whether written or oral, regarding the subject matter hereof, including any terms and conditions included on District's purchase orders. Neither this MOU or the SOW can be amended unless in writing and signed by duly authorized representatives of each party.
- 19.2. In the event that any provision of this MOU or the SOW is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the MOU or the SOW did not contain the particular provisions held to be unenforceable and the unenforceable provisions will be replaced by mutually acceptable provisions which, being valid, legal, and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision.
- 19.3. Neither this MOU, the SOW, or any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by any party without the written consent

of the other party, except that (i) a party may assign and transfer this MOU and the SOW and its rights and obligations hereunder and thereunder to any third party which succeeds to substantially own all of its business and assets or assign or transfer any rights to receive payments hereunder, and (ii) Consultant may subcontract its obligations hereunder to any wholly-owned subsidiaries of Consultant or third party service providers, provided that Consultant remains primarily liable to District hereunder.

- 19.4. All disputes, claims, or controversies arising out of this MOU, or the negotiation, validity or performance of this MOU, or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of California without regard to its rules of conflict of laws. Subject to and without limiting Section 17 of this MOU, each of the Parties hereto hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the courts of the Alameda County in California and of the United States of America located in the State of California for any litigation among the Parties hereto arising out of or relating to a breach of Section 5 (Confidentiality) or Section 11 (Non-Solicitation).
- 19.5. The parties hereto are independent contractors. Nothing herein will be deemed to constitute either party as the representative, agent, partner or joint venture of the other.
- 19.6. Consultant shall notify OUSD, via email pursuant to Section 16(Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of Services. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement or possible or alleged criminal activity. Consultant shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. Consultant shall bear all costs of compliance with this Subsection. To the extent that an employee, subcontractor, agent, or representative of Consultant is included on the list of mandated reporters found in California Penal Code section 11165.7, Consultant agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to California Penal Code section 11166.5.
- 19.7. This MOU, and all amendments, addenda, and supplements to this MOU, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either party and, notwithstanding any statute or regulations to the contrary (including, but not limited to, California Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing party and

the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this MOU, each party waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, California Government Code section 16.5 and the regulations promulgated therefrom.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto agree and execute this MOU and to be bound by its terms and conditions:

CONSULTANT

Name: Taknauth Khilawan Signature: 
TAKNAUTH KHILAWAN (Oct 26, 2022 12:44 EDT)

Position: Vice President, Finance Operations Date: 10/24/2022

OUSD

Name: Wesley Jacques Signature: 

Position: Executive Director, Academics and Instruction Dept. Date: 11/1/2022

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell Signature: 

Position: Secretary, Board of Education Date: 12-1-2022

Approved as to form by OUSD Legal Department



October 22, 2022

Exhibit 1

Statement of Work for Cohort 5 Services

1. Description of Services

This Statement of Work covers the following services to be provided by UnboundEd to the District pursuant to the terms of this Order and the MOU.

System Leader Academy (SLA) and Equity Influencer Residency (EIR)

UnboundEd offers a year-long Cohort program comprising two paths - the System Leader Academy (SLA) and the Equity Influencer Residency (EIR). These programs are designed in tandem to build cohesive alignment and systemic capacity in a school system.

SLA is designed to support, develop, and sustain current Chief Academic Officers, Assistant Superintendents of Instruction, and other executive officers of a school district/network to:

- Define a vision and develop a plan that disrupts and replaces inequitable policies, practices, and procedures within the school system
- Build stakeholder teams with exposure to tools, protocols, and change management principles that support in naming and solving problems of instructional practice
- Deepen your understanding of equitable policies, practices, and procedures and how to identify and realign inequitable policies and procedures to support those practices

EIR is focused on ELA or Math and is designed to scale and develop local capacity through cohorts of change agents. Candidates are often principals, assistant principals, district staff, instructional coaches, and teacher leaders who have positional and relational power and an ability to impact the quality of curriculum selection and implementation, professional development, and instruction and instructional supervision across multiple classrooms or schools. EIR participants will:

- Build content knowledge, standards-based instructional expertise, fluency in coaching and professional development practices to support content-based, equitable instruction
- Develop a plan to improve equitable instruction within the participant's circle of influence
- Deepen understanding of how historical inequities manifest in current-day practices and set next steps for learning about and disrupting these inequities in the school
- Gain access to tools and protocols that support on-going, job-embedded teacher development systems

This Cohort program (SLA and EIR) covers an academic year (approximately 10 months), beginning with an orientation meeting in August and concluding with an offboarding session in May. Over the course of the program, there will be 20 different engagements:

- 5 Virtual Learning Experiences
- 4 Fireside chats

- 4 Cross-Pollination sessions
- 4 Artifact Submissions
- 3 Asynchronous Learning Experiences

Each participant who successfully completes the residency will earn a certificate of completion from UnboundEd.

In addition to these offerings, the District will identify a program driver who leads implementation within their system by:

- Providing UnboundEd with district context and documentation beginning in the summer
- Meeting regularly with the UnboundEd team to guide successful program implementation
- Leading meetings and actions in the district to solve for the identified problem of practice

Learning Walk Add-On

UnboundEd offers Cohort districts a live/in-person Learning Walk in Oakland. This is a 4-day professional learning experience anchored in our rubric to understand GLEAM™ instruction in the classroom. The visit includes:

- A day of professional learning session to understand the elements of GLEAM™ and how they show up in classroom instruction
- ELA and math classroom observations (in 2-4 schools) using the rubric to collect data, including in-the-moment and longer debriefs to understand GLEAM™ instruction-aligned practices
- An action planning session for teams to reflect on the collected data, discuss trends, and set action steps
- A follow-up report, highlighting trends and recommendations to improve GLEAM™ instruction

2. Fees and Payment

Consultant’s total fee for the work to be performed under this Statement of Work will be funded by a third party.

Number	Program
4	Cohort-SLA & Cohort-EIR
1	Learning Walk

3. Additional Terms

- 3.1. Switching Programs. Following the execution of this MOU, attendees will be registered in one of the two programs. District attendees are required to notify

UnboundEd which cohort they will attend prior to the first virtual learning experience. UnboundEd will do its best to accommodate requests to change depending on the availability of spots, but will not be able to accommodate requests to switch programs after the first virtual learning experience has begun.

- 3.2 Substitutions. District, must notify UnboundEd prior to the start of a program if they would like to substitute a registered attendee for another District attendee. Substitutions after the Program has begun requires the prior written consent of UnboundEd.

UnboundEd Learning Inc - MOU - Cohort 5 and Learning Walk (Final 102222)

Final Audit Report

2022-10-26

Created:	2022-10-24
By:	Taisha Dickerson (taisha.dickerson@unbounded.org)
Status:	Signed
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"UnboundEd Learning Inc - MOU - Cohort 5 and Learning Walk (Final 102222)" History

-  Document created by Taisha Dickerson (taisha.dickerson@unbounded.org)
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-  Document e-signed by TAKNAUTH KHILAWAN (taknauth.khilawan@unbounded.org)
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