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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Vernon Hal, Deputy Superintendent
Brigitte Marshall, Associate Superintendent, Human Resources Services & Support

Board Meeting Date 4-9-14

Subject **RATIFICATION OF AGREEMENT BETWEEN I-SEED AND OUSD**

Action Requested Ratification of the Agreement between OUSD and the Institute for Sustainable Economic, Education, and Environmental Design (I-SEED) to provide Teaching Excellence Network's (TEN's) licensing and software.

Background

A one paragraph explanation of the MOU.

On June 9, 2013, a Memorandum of Understanding between OUSD and OEA was put into place creating a Joint Study Committee for the purpose of launching up to four Performance Evaluation Pilots in order to increase student achievement. TEN is powered by the Urban Teacher Quality Index (UTQI), a tool that uses technology to create dynamic teacher feedback loops, providing teachers direct, instant, and consistent feedback from students, families, and other key stakeholders. UTQI uses a five-step process to provide teachers feedback and link teachers to the Teaching Excellence Network (TEN) so that they can improve their classroom practice.

Discussion

One paragraph summary of the MOU.

I-SEED will provide OUSD with the implementation of TEN software for the purpose of developing a new teacher evaluation system that is inclusive of family and student feedback and includes unlimited access to the priorities survey, feedback loop, and a customized support center.

Recommendation

Ratification of the Agreement between the Institute for Sustainable Economic, Education, and Environmental Design (I-SEED) and OUSD for Teaching Excellence Network's (TEN) licensing and software.

Fiscal Impact

The total cost of the pilot project for the 2013-2014 school year is \$83,975. TEN, with support of its funding partners, will cover 50% of the costs. The other 50%, \$41,987.50, is to be funded by OUSD, using General Purpose Funds.

Attachments

- I-SEED Agreement_TEN Pilot
- I-SEED_OEA Evaluation MOU June 2013



OUSD Licensing Agreement for 2013-2014 Pilot

Prepared For

Kyla Johnson

Oakland Unified School District

Created By

Jeff Duncan-Andrade

ISEED

jandrade@iseed.org



Terms of Agreement

OUSD TEN Pilot Proposal

Licensing Agreement

Between

ISEEED

and

Oakland Unified School District

This licensing agreement describes the terms on which ISEED will provide and bill for licensing the Teaching Excellence Network (TEN) to Oakland Unified School District pilot schools for the 2013-2014 school year.

THIS AGREEMENT is entered into as of 10/28/13 ("Effective Date") by and between the Institute for Sustainable Economic, Educational, and Environmental Design (I-SEED), with offices at 1625 Clay Avenue, Suite 600, Oakland, CA 94612 ("LICENSOR") and Oakland Unified School District with offices at 1025 Second Avenue, Oakland, CA 94606 ("LICENSEE").

WHEREAS, LICENSEE wishes to license the Teaching Excellence Network (TEN) software for the purpose of developing a new teacher evaluation system that is inclusive of families and students feedback and ISEED desires to license this software to licensee.

NOW THEREFORE, the parties hereto agree as follows:

SCOPE

ISEED agrees to provide LICENSEE with the implementation of TEN that includes unlimited access to the priorities survey, feedback loop and the customized support center. The details of the activities and expected results are described in Schedule A.

FEES

The total cost of the pilot project for the 2013-2014 is \$83,975.00. As discussed, TEN, with the support of its funding partners, will cover the 50% of the costs or \$41,987.50. For more details on the licensing, support service fees and applicable discounts please refer to Schedule B.

BILLING AND PAYMENTS

ISEED will bill LICENSEE monthly on a prorated annual basis.

GRANT OF LICENSE

Subject to the terms and conditions of this Agreement, ISEED grants to LICENSEE a non-exclusive, non-transferable license to use the software identified in Exhibit A (the "Licensed Software") for the purpose of developing a new teacher evaluation system that is inclusive of families and students feedback.

PROPRIETARY RIGHTS

LICENSEE recognizes that ISEED regards the Licensed Software as its proprietary information and as confidential trade secrets of great value. LICENSEE agrees not to provide or to otherwise make available in any form the Licensed Programs, or any portion thereof, to any person other than employees of LICENSEE without the prior written consent of ISEED. LICENSEE further agrees to treat the Licensed Programs with at least the same degree of care with which LICENSEE treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Licensed Programs.

TERM

The license granted hereunder shall be for one year or until terminated pursuant to Section 7 hereof and subject to LICENSEE's proper performance of its obligations hereunder.

TERMINATION

ISEED may terminate this Agreement if LICENSEE is in default of any of the terms and conditions of this Agreement and fails to correct such default within ten (30) days after written notice thereof from ISEED.

DISCLAIMERS AND LIMITATIONS OF LIABILITY

Disclaimers.

While it is in ISEED's interest to provide you with a great experience when using TEN, there are certain things we do not promise about it. ISEED tries to keep its online Services up, but they may be unavailable from time to time for various reasons. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND ISEED DOES NOT MAKE WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR ANY REGARDING AVAILABILITY, RELIABILITY, OR ACCURACY OF THE SERVICES.

Exclusion of Certain Liability.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, ISEED, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS, AND WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF ISEED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Limitation of Liability.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF ISEED, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS WILL NOT EXCEED THE GREATER OF: (A) THE AMOUNTS PAID BY YOU TO ISEED FOR USE OF THE SERVICES AT ISSUE DURING THE 3 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY; AND (B) US\$25.00.

NOTICES

All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first class mail or personally delivered at the address set forth on the front page. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail five days after proper deposit in a mail box.

SUCCESSORS

This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

SEVERABILITY

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.

GOVERNING LAW/FORUM

This Agreement shall be governed and interpreted by the laws of the State of

California. Alameda County, California shall be the appropriate venue and jurisdiction for the resolution of any disputes hereunder. Both parties hereby consent to such personal and exclusive jurisdiction.

NON-ASSIGNMENT

This Agreement and the licenses granted by it may not be assigned, sublicensed, or otherwise transferred by Licensee without the prior written consent of ISEED.

Authorizations and Approvals

Please authorize by either providing your electronic signature or printing this agreement and sending it back via e-mail or mail.

Licenser

Signature: _____

Printed Name and Title: Jeff Duncan-Andrade - ISEED Director

Date: 12/17/13

Licensee

Signature: _____

Printed Name and Title: Kyla Johnson-Trammell - Associate Superintendent, Leadership, Curriculum and Instruction

Date: 12/17/13

Signed by: _____

Oakland Unified School District

Date

EXHIBIT A

Scope of Work

This table describes detailed activities and expected outputs/results under this agreement.

Description of Activities	Expected Outputs/Results
<p>Training for Principals</p> <p>All principals of the participating schools will participate in a training session to learn how the pilot will be conducted and the different responsibilities of the stakeholders. Each principal will be responsible for selecting a set number of teachers leaders who will be trained on how to use the platform and be a direct point of contact with the TEN staff.</p>	<p>Principals understand their role, implementation and benefits of TEN</p>
<p>Introduction and Training for Teacher Leaders</p> <p>Teacher leaders are individuals in the school that have been chosen to lead the implementation of the pilot program.</p>	<p>Teacher leaders understand their role and benefits of the implementation of TEN.</p>

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 Bv: _____

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

By: _____
 Attorney at Law

David Kakishiba
 President, Board of Education

Gary Yee, Ed.D.
 Secretary, Board of Education

Aaron Townsend - DIRECTOR, CHARTER SCHOOL SUPPORT, HUMAN RESOURCES

12/17/13

4-10-14

4-10-14

Administration of the Priorities Survey

The first step of the TEN pilot is to administer the Priorities Survey. The Priorities Survey will be distributed to stakeholders at the school.

Stakeholders (students, families, teachers and school administrators) complete the priorities survey

Analyze Priorities Survey Results

TEN's staff will work with the principals and teacher leaders to review the results of the priorities survey and recommend strategies to use the data at their school.

Priorities survey report for individual teachers and school site

Administration of Teacher Evaluation and Feedback Loop

Before the winter break (December) and before the school year is over (May/June) all stakeholders will be asked to provide feedback to their teachers based on the 12 qualities that were prioritized in the funnel survey.

Stakeholders complete the feedback at least twice in the school year.

Review Teacher Evaluation and Feedback Loop Results

TEN staff will work with teacher leaders and teachers to understand the results of the feedback loop and recommend strategies in different areas including professional development, and family engagement.

Feedback loop report for teachers and school site administrators.

Develop Customized Support Center

Each teacher, with the support of TEN staff, will have access to the customized support center to develop their individualized professional development plan and address the feedback that was provided by the stakeholders.

Access to TEN's customized support center

Implement Professional Development using the Customized Support Center

TEN staff will support teacher leaders to conduct professional development sessions through out the second part of the year to help teachers use the Customized Support Center most effectively.

Site based professional coaching and support structures to respond to stakeholders feedback on practice and increase teacher collaboration

Revise Professional Development and School Site Plans

After receiving two scoring results from the stakeholders, teachers, supported by TEN staff, will revise their professional development plans to implement during the summer.

Customized school and district planning that integrate strategic priorities based on family and student engagement

Principals can develop more relevant school site plans that reflect the input of all stakeholders.

EXHIBIT B

Licensed Software

The software licensed includes the priorities survey, the feedback loop, and the customized support center of the Teaching Excellence Network.

The total cost of the pilot project for the 2013-2014 school year is \$83,975.00. As discussed, TEN, with the support of its funding partners, will cover 50% of the costs or \$41,987.50.

Oakland Unified School District will be responsible for \$48,285.62. Please see below the details of the costs:

License Fee Structure

Services

Name/Description	Price	Qty	Subtotal
School Site Coordination Services	\$187.50 / Hour	80	
TEN school site coordinators are responsible for training and supporting the principals and administrators at the school site. Each school will be allotted 40 hours.			\$15,000.00
Teacher Coordination Services	\$100.00 / Hour	80	
TEN teacher coordinators are responsible for training and supporting teachers and teacher leaders at the school site. Each school will be allotted 40 hours.			\$8,000.00
Teacher Leaders	\$50.00 / Hour	672	
TEN Teacher Leaders are peers who support the teachers at the school site to use the platform more efficiently. Each school will be allotted 336 hours.			\$33,600.00
One Year School Site Subscription of TEN	\$365.00 / Per Person	50	
Castlemont- unlimited use for 1 year, for teachers and administrators, up to 10,000 respondents for priorities and feedback loop surveys.			\$18,250.00
One Year School Site Subscription of TEN	\$365.00 / Per Person	25	
MFTWFST High School, unlimited use for 1 year, for teachers and administrators, up to 10,000 respondents for the priorities and feedback loop surveys.			\$9,125.00
Subtotal:			\$83,975.00
Total cost:			\$83,975.00
Discount (50.0 %):			\$41,987.50
Indirect Cost (15.00 %):			\$6,298.12
Grand total:			\$48,285.62

**MEMORANDUM OF UNDERSTANDING BETWEEN
OAKLAND EDUCATION ASSOCIATION AND OAKLAND UNIFIED SCHOOL
DISTRICT**

Joint Study Committee – Performance Evaluation Pilots

Preamble

The Oakland Education Association (OEA or Association) and the Oakland Unified School District (OUSD or District) share the goal of quality education in our schools. We are committed, both as organizations and as individuals within those organizations, to strive for a working partnership focused on providing the best possible learning environment for students. We believe such a partnership is strongest when based upon mutual trust and respect, shared beliefs, and a commitment to making that partnership work. We acknowledge that the many challenges facing public education in general and Oakland Unified in particular must be met by our partnership's sustained collective effort. We also believe that risks will need to be taken and that some degree of experimentation, based on research, best practice and knowledge of our students will need to occur. The parties agree that educators must be part of the decision-making process to promote innovative solutions.

The purpose of performance evaluations is to provide feedback to, and improve the teaching practices of, educators in order to increase student achievement.

Our Goals

The parties have three goals for this Memorandum of Understanding (MOU):

1. Allow school communities to pilot meaningful changes to our current performance evaluation process to learn how we might improve our ability to provide teachers continuous growth and feedback in order to engage and challenge increasingly diverse students in a rapidly changing world.
2. Structure a process to participate in a pilot that ensures teachers support the pilot and are best positioned to learn from the experience and share their findings.
3. Provide the District and OEA the qualitative and quantitative data to inform the learning experiences of school communities for future improvements to the Performance Evaluation process and creation of career ladders that support teacher contribution, retention and compensation.

Performance Evaluation Pilots

- The District may sponsor up to four (4) Performance Evaluation Pilots for use in the 2013-14 school year. For example there are currently potential pilots based on the work of the Effective Teaching Task Force (ETTF), Urban Teacher Quality Index (UTQI), and School Improvement Grant (SIG) schools and a desire to pilot at least one peer observation model.
- Each Pilot must have a timeline of required meetings and documents that must be followed. Evaluators must follow required timelines in order for the evaluation to be valid.
- Evaluatees have the right to put a response in their personnel file, as under our current system.
- Evaluatees reserve the right to Article 25.4.2.3.
- Each Pilot must document:
 - Performance standards to be used

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- Process by which performance standards will be evaluated and documented
- Process of communication between teachers and evaluator(s)
- Any adjustments in staff time required by the Pilot
- Any site financial resources required by the Pilot
- Guidelines for implementation and site-specific training on the Pilot.
- The District and OEA shall jointly select a set of schools similar to those chosen for the pilot as a "control" group for study.
- Schools must apply to participate in a Pilot by submitting their application directly to the office of the Deputy Superintendent of Instruction, Leadership & Equity-in-Action
- Applications must include:
 - Statement of Interest signed by principal and representative of faculty (e.g. Faculty Council chairperson) indicating reasons for the desire to participate
 - Process used to engage faculty in the collaborative application process
 - Evidence of approval by a minimum of two-thirds of the faculty assigned half time or more to the site/program through secret ballot process conducted by OEA site representative during the 2013-2014 school year.
- If sufficient resources exist, all schools that apply will be able to participate. If sufficient resources do not exist to support all eligible schools that apply, schools will be chosen based on:
 - 1) District ability to support the Pilot's success (e.g. may concentrate by region); and
 - 2) Ability to learn from broad group of schools (e.g. may choose schools with varied student demographics to compare).
- For those schools participating in a Pilot, the Performance Evaluation process in Article 13 shall be waived for the 2013-2014 school year and the Pilot process will be utilized as the official performance evaluation process for classroom teachers. No adverse employment action shall result for permanent unit members solely based on their participation in the pilot.
- Members who are currently participating in the PAR program shall be evaluated using the procedures delineated in Article 13.
- OEA members other than classroom teachers shall continue to follow the process in Article 13.
- Each site using a piloted evaluation system shall provide a training or trainings with evaluators and evaluatees about the implementation of the evaluation system. OEA shall be notified at least one week prior of the time and place of such training/trainings and shall be invited to send one or more representatives.

Pilot Joint Study Committee

- Pursuant to Article 16, the parties agree to establish a Joint Study Committee (JSC) to study the Pilot(s) during the 2013-14 school year.
- Joint Study Committee members attending meetings or doing work directed by the committee shall be provided with release time for any time during the duty day and/or compensated at their per diem rate for any work directed by the committee outside of the duty day.
- The JSC's purpose is to document and discuss findings to inform future improvements to the Performance Evaluation process, but may make recommendations by consensus of JSC members.
- By May 15, 2014 the JSC will develop a preliminary report regarding:
 - What worked, what did not work and what should be studied further

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- Impact of school-specific factors on the usefulness of particular performance evaluation practices
- Feasibility of expanding Pilot(s) to additional schools or entire District
- The parties agree to consider the findings from the JSC Report and discussion with JSC members in future negotiations regarding Performance Evaluation or Peer Assistance (i.e. Articles 13 and 25)

Logistics

- **August 1, 2013** – Pilot Description Documents made available to all publicly, to school principals and to OEA.
- **August 30, 2013** – Deadline for school communities to apply to Pilot(s).
- **September 6, 2013** – Deadline to notify school communities of approved application for Pilot
- **September 6, 2013** - Date by which first JSC meeting shall be held. JSC members shall determine the schedule of their meetings.

This memorandum shall not be construed as a waiver of the rights of either party regarding the negotiation of the evaluation process.

This agreement shall expire June 30, 2014 and shall only be extended by mutual written consent of the parties.

In witness whereof, the parties hereto have executed this agreement effective as of the 9th of June, 2013

For the Association:

For the District:

Kei Swenson	June 9, 2013	Jay Christian	6/9/13
Daniel de la Cruz	June 9, 2013	Jay Christian	6/9/13