

Board Office Use: Legislative File Info.	
File ID Number	17-0903
Introduction Date	6/28/17
Enactment Number	17-0937
Enactment Date	6/29/17



Memo

To Board of Education

From Devin Dillon, Ph.D., Interim Superintendent

Board Meeting Date June 28, 2017
(To be completed by Procurement)

Subject Memorandum of Understanding - Silicon Valley Education Foundation (contractor) - 922/Community Schools and Student Services Department (site/department)

Action Requested Approval of Memorandum of Understanding between Oakland Unified School District and Silicon Valley Education Foundation. Services to be primarily provided to the Community Schools and Student Services for the period of June 19, 2017 through June 30, 2018.

Background
A one paragraph explanation of why the consultant's services are needed.

Silicon Valley Education Foundation will provide services for the Summer Learning Programs. The Elevate Math program is designed specifically for incoming 6th - 10th grade students whose test scores indicate they are nearly meeting their grade-level standards. The program frontloads supplemental accelerated instruction in math readiness so that students are able to successfully complete their next level math.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding between the District and Silicon Valley Education Foundation, San Jose, CA, for the latter to provide its Elevate Math program to support incoming 6th - 8th grade students whose test scores indicate they are nearly meeting their grade-level standards; program frontloads supplemental accelerated instruction in math readiness so that students are able to successfully complete their next level math at select summer school hubs for the Summer Learning Programs via the Community School and Student Services Department, for the period of June 19, 2017 through June 30, 2018, for a total amount not to exceed \$160,000.00.

Recommendation Approval of Memorandum of Understanding between Oakland Unified School District and Silicon Valley Education Foundation. Services to be primarily provided to the Community Schools and Student Services Department for the period of June 19, 2017 through June 30, 2018.

Fiscal Impact Fiscal Impact: (please spell out): Oakland Public Education Fund Grant in the amount of \$160,000.00.

Attachments

- Memorandum of Understanding
- Middle School Addendum: Elevate Math
- Certificate of Insurance
- Statement of Research Approval



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 17-0903

Department: 922/Community Schools and Student Services Department

Vendor Name: Silicon Valley Education Foundation

Contract Term: Start Date: 6/19/17 End Date: 6/30/18

Annual Cost: \$ 160,000.00

Approved by: Julie McCalmont

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

The Oakland Ed Fund was interested in funding a summer math program that prepared students for the rigors of Algebra. Silicon Valley Education Foundation was selected based on its excellent curriculum design and ability to implement a rigorous summer program that focuses solely on math.

Summarize the services this Vendor will be providing.

Silicon Valley Education Foundation will provide services for the Summer Learning Programs. The Elevate Math program is designed specifically for incoming 6th - 10th grade students, whose test scores indicate they are nearly meeting their grade-level standards. The program frontloads supplemental accelerated instruction in math readiness so that students are able to successfully complete their next level math. Services include curriculum, professional development, marketing, program staff, pre/post assessment survey, data analysis, impact reporting.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

The price is comparable to what a typical district funded summer program would cost. Because this program is grant funded, we are able to increase the total number of students we are serving.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**



**ONE YEAR MEMORANDUM OF
UNDERSTANDING (2017 - 2018)**

between

**Silicon Valley Education Foundation
And Oakland Unified School District
Elevate [Math] and/or Elevate [Math] Plus Programs**

This Memorandum of Understanding (MOU) serves as a facilitating document establishing agreement between **Silicon Valley Education Foundation (SVEF)**, located at 1400 Parkmoor Ave., Suite 200, San José, CA and Oakland Unified School District (OUSD), located at 1000 Broadway, Suite 680, Oakland, CA, to implement SVEF's Elevate [Math] and/or Elevate [Math] Plus programs.

All of the provisions of this MOU and any attached documents, project proposals, and/or addenda are subject to mutual agreement of the parties, and to review by OUSD's Superintendent, and when necessary, OUSD's governing board.

Term and Termination of MOU: The term of this MOU is from June 19, 2017 to June 30, 2018. Either party may terminate this MOU and any addenda without cause by informing the other party in writing at least ninety (90) days prior to the noticed effective termination date.

Elevate [Math] Program Description:

The Elevate [Math] program is designed for incoming 6th, 7th, 8th, 9th, and/or 10th grade students whose test scores (as measured by SBAC, MDTP, or other objective measures) indicate they are nearly meeting their grade-level standards. The program frontloads supplemental accelerated instruction in math readiness, so that students are able to successfully complete their next level math.

Details of each Elevate [Math] program is set forth in the attached addenda.

Elevate [Math] Program Goals:

1. Serve a minimum of 25% of target math population of students who have scored "nearly meeting standard" on their prior Smarter Balanced Assessment Consortium exam (or similar assessment).
2. Increase the number of students who are placed into college prep courses and who successfully complete their next-level math course.
3. Provide 35+ hours of professional development and coaching to math teachers;
4. Increase study skills, motivation and persistence of the students through quality academic work. Promote positive growth mindset among students.
5. Increase the students' aspirations for and knowledge about college.
6. Sustain support for 7th and 8th grade math students whose districts opt to offer Elevate [Math] Plus to provide added instructional and tutorial support throughout the school year.

Collaborative Successful Partnership Proposed Roles and Responsibilities:

SVEF and OUSD agree to provide the following resources:

SVEF agrees to:

- Provide the curriculum and professional development for best implementation of the curriculum specifically aligned and designed to meet grade-level CCSS.
- Market the programs to foundations, corporations, businesses and individuals in efforts to obtain partial funding for the program.
- Provide financial contributions as outlined in specific Elevate [Math] program addendum.
- Provide project management staffing to assist as needed with the following: student recruitment, teacher recruitment, organizing meetings, tracking execution of the programs, and handling of financials.
- Organize the pre- and post-assessments and surveys, prepare reports on the program, track overall student achievement gains, and gather student efficacy survey results to share with the District and funders.
- Work with the District to develop school year follow up in order to maintain student achievement gains and motivation for preparing for college.
- Hire and train teaching assistants as needed for the Elevate programs.
- Recruit and train corporate volunteers to enrich the classroom experience and provide hands-on STEM Workshops.
- Assist districts with TB and fingerprinting logistics for teachers, teaching assistants, and volunteers. The district may elect to have SVEF assume the responsibility of fingerprinting and paying teachers and teaching assistants.
- Host site visits to provide donors and/or partners the opportunity to observe an Elevate classroom. Visits may include student and staff photo releases.
- Collect student emergency contact information and provide safety guidelines for the classroom and online environment.

OUSD agrees to:

- Appoint a District representative to serve as the primary liaison to SVEF, with whom program coordination can be managed - including: student recruitment and placement, teacher recruitment, location, and logistics of program set-up. The district representative agrees to respond to requests for information, feedback, and communication in a timely manner.
- The District agrees to use the hardcopy enrollment form created by SVEF and will scan any completed forms to elevate@svef.com. If the District elects to use their own enrollment form, the District will be responsible for manually entering the hardcopy forms into Elevate's online enrollment system. SVEF will not accept scanned forms that do not use the Elevate enrollment template.
- Provide basic classroom facilities as outlined in Addendum I.
- Provide a total cumulative financial contribution not to exceed \$96,000 to the program as set forth in the attached Addenda entitled "High School Addendum Elevate [Math] 9 and/or 10" and "Middle School Addendum Elevate [Math] 6, 7, and/or 8." To summarize, those Addenda set forth:
 - High School Addendum Elevate [Math] 9 and/or 10: One (1) Math 9 Class at a total cost of \$16,000.
 - Middle School Addendum Elevate [Math] 6, 7, and/or 8: One (1) Math 6 Class at a total cost of \$16,000 and four (4) Math 8 classes at a cost of \$16,000 each for a total cost under that Addendum of \$80,000.
- Appoint a District representative to serve as the data liaison to SVEF who will provide required data in a timely manner as outlined in Addendum IV. OUSD shall not provide any other pupil data to SVEF besides that set forth in Addendum IV.
- Assist in recruitment of teachers for their program sites. Teachers may be paid through SVEF contract (simplifying the role of the District) or through traditional District processes. The preference will be outlined in specific Elevate [Math] Addendum.
- Ensure that all teachers participate in the curriculum professional development training and PLCs. Teachers' pay will be deducted for missed PD or PLCs.
- Assist in recruitment of full classes of students (25-35 per class) to participate in the program. Classes that drop below 20 students will be subject to cancellation.
- Support the administration of the MDTP diagnostic test and/or MARS/MAC assessment to Elevate [Math] students.
- Work with SVEF to develop school year follow up in order to maintain student achievement gains and motivation for preparing for college. SVEF collects placement and success data on students from eighth grade through completion of high school.
- Commits to placing students who have successfully completed Elevate [Math] into the appropriate grade-level course for the following school year.

- Identify a representative from the district IT department to support the program's connection to the internet and ensure that computers/devices are provided for each student to use during the program., This includes access to possibly restricted websites such as Youtube.com, Desmos, and Google Classroom.
- Allow SVEF to host site visits by donors and/or partners with the purpose of observing an Elevate class and/or presenting a hands-on STEM Workshop.

General Provisions

1. **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. SVEF's employees who perform the obligations of SVEF shall be under the employment and ultimate control, management and supervision of SVEF. Nothing herein shall be construed to imply that OUSD and SVEF 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.
2. **No Rights in Third Parties:** This MOU does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
3. **Entire Understanding.** This MOU 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.
4. **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.
5. **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.
6. **Tuberculosis Screening:** SVEF is required to screen employees who will be working at OUSD sites for more than six hours. SVEF affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
7. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of California Education Code section 45125.1 apply to SVEF's services under this MOU and SVEF certifies its compliance with these provisions as follows: "SVEF certifies that SVEF has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all SVEF 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 SVEF, 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. SVEF further certifies that it has received and reviewed fingerprint results for each of its Employees and SVEF 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 SVEF- related persons, employee, representative or agent from an OUSD school site and/or property, SVEF shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

8. Notices.

FOR OUSD:

School/Network leader: Julie McCalmont
Coordinator, Summer Learning Programs
Oakland Unified School District
1000 Broadway, Suite 150
Oakland, CA 94607
Phone: (510) 879-2709
Email: Julie.McCalmont@ousd.org

FOR SVEF:

Deb Negete
Elevate Program Director
Silicon Valley Education Foundation
1400 Parkmoor Avenue, Suite 200
San Jose, CA 95126
Phone: (408) 790-9505
Email: deb@elevatemath.com

9. Non-Discrimination: It is the policy of OUSD that in connection with all work performed under MOUs there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, SVEF agrees to comply with applicable Federal and California laws, including but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, SVEF agrees to require like compliance by all its subcontractor(s). SVEF shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

10. Drug-Free / Smoke Free Policy: No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, contractors, or subcontractors are to use controlled substances, alcohol or tobacco on or at these sites.

11. Conflict of Interest: SVEF shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. SVEF shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval

of OUSD Human Resources. Further, SVEF affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between SVEF's family, business or financial interest and the services provided under this MOU, and in the event of change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing. Finally, through its execution of this MOU, SVEF acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event SVEF receives any information subsequent to execution of this MOU which might constitute a violation of said provisions, SVEF agrees it shall notify OUSD in writing.

- 12. Indemnification.** SVEF shall defend, 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) arising from any act or omission of SVEF hereunder.
- 13. Insurance.** SVEF 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 SVEF. The policy shall protect SVEF 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.
 - 13.1.** If SVEF employs any person to perform work in connection with this MOU, SVEF 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.
- 14. 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 OUSD 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.
- 15. Waiver:** No delay or omission by either party in exercising any right under this MOU shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the MOU.
- 16. 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.

17. **Counterparts:** This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

18. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** SVEF 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/>).

19. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this MOU until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to SVEF absent formal approval. This MOU shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

Signatures: SVEF and OUSD:

Only the authorized agents or their officers listed below may make changes to this MOU and future addendum provided that both parties mutually agree upon such changes in writing.

X *Armin Sullivan* 6/29/17 _____
Superintendent or Designee Signature Date
Oakland Unified School District

Deb Negrete
Printed Name

X *Deb Negrete* _____ 6/5/17 _____
Date
Deb Negrete
Elevate Program Director, Silicon Valley Education Foundation

***Note: Please have data personnel sign the addendum on page 7.**

James Harris 6/29/17
James Harris
President, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: *[Signature]*
Attorney at Law

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

MEMORANDUM OF UNDERSTANDING: ADDENDA
Elevate [Math] and/or Elevate [Math] Plus

Addendum I: Facilities Support for the Elevate [Math] and/or [Math] Plus Programs

District provides the location and facilities for the programs.

- Classroom setting for teachers to conduct instruction to students, such that adequate space is allocated for class size of up to 35 students.
- A teacher-preparation and small tutoring space (could be a classroom).
- Access to computers and Internet to support up to 35 students at a time.
- An outdoor space for students to have physical exercise and to mingle during breaks.
- Agrees to provide teachers access to printers and photocopiers, including teachers who do not work in the district during the school year.

The District agrees to provide access to the following classroom equipment:

- Laptops or Chromebooks (one per student)
- Access to YouTube (Growth Mindset and College Information Curricula)
- Calculators (regular 4-function)
- Document Camera or Elmo
- Smart Board (Preferable but not necessary)
- Classroom materials as designated by grade-level curriculum (list to be provided by SVEF prior to program start)

SVEF agrees to provide the following classroom materials:

- Student notebooks (quad-ruled)
- Post-it Chart paper (one per class)
- Printed program materials and permission forms
- Elevate [Math] Banner
- T-shirts and wristbands
- \$200 Target gift card (to purchase extra supplies, snacks, incentives, and in-lieu of pizza party reimbursement)

Addendum II: Guidelines for Teacher Selection, Responsibilities

District may request SVEF contract teachers directly and facilitate payment for service. District may select credentialed teachers appropriate for the program and who support program goals. The teachers should have strong math experience (grades 5-12). Teachers should be prepared to work effectively with the college student teaching assistant in the classroom, if he/she elects to have one in his/her class. Teachers should complete SVEF's pre- and post- evaluation to provide feedback in support of program development. If the district cannot provide internal district teachers, SVEF will work with the district to interview and hire a teacher(s) from outside the district.

Addendum III. SVEF Professional Development

- All teachers participating in the Elevate [Math] and Elevate [Math] Plus programs will be required to participate in:
 - Professional development and

- professional learning communities (except Elevate [Math] Plus)
- Elevate coaching program (except Elevate [Math] Plus)
- Elevate effectiveness studies
- Teachers who miss any of the required trainings will have their pay deducted to reflect the time missed.

Addendum IV. Student Data, MDTP and Tracking of Student Achievement

SVEF and the District have partnered to examine students’ academic trajectories toward college readiness that includes preparation in mathematics. The partnership will assess the progress of students who participate in the Elevate [Math] and/or Elevate [Math]Plus program through diagnostic assessments (MDTP and MARS/MAC assessments), math course placement patterns, and a variety of metrics. The specific exceptions to FERPA that allow SVEF to request and collect student’s data from a district partner are:

1. Studies exception, 34 C.F.R. section 99.31(a)(6): Elevate [Math] uses education data for studies to improve instruction.
2. Audit or evaluation exception, 34 C.F.R. 99.31(a) and 99.35: Elevate [Math] shares aggregated education data with funders.

The timelines for data transfer are as follows:

Elevate [Math] Student Data Timeline:

Elevate [Math] Data Timeline			
District Responsibility			
Task	Date SVEF will request Districts for student data	Date District will send completed student data to SVEF	Student data points requested per student
District sends E[Ma] target student list based on criteria outlined in Addenda	10/15	11/30	10-digit State ID # (SSID)
			Name of Middle School attending
			7th Grade SBAC Scaled Score
			Parent/Guardian Name
			Parent/Guardian Phone
			Parent/Guardian E-mail
SVEF Responsibility			
SVEF sends Elevate Program Results	7/30	8/30	Elevate Program Attendance Results Elevate Program Assessment Results Elevate Program Survey Results (if available)
District Responsibility			
District sends Current and Former Elevate Students Year End Results	10/1	11/1	Math Course Name
			Math Course final grade
			SBAC Scaled Score
District Sends State IDs for incoming Elevate students	5/20	6/1	State IDs for summer Elevate students
K-12 Unified Districts or 9-12 High School Districts Responsibility			
Districts are to also provide the following student data points for each grade level between grades 9 and 12.			Name of High School attending
			Math course
			2nd semester grade
			11th Grade SBAC Scaled Score

By signing below, I acknowledge that I have read and understand the data exchange timeline and requirements and agree to meet the deadlines as outlined above or communicated by the Elevate Team.

Name of Data Contact: Jean Wike **Signature:** Jean Wike

Confidentiality

- A. SVEF agrees to preserve the anonymity of all persons and confidentiality of all data collected. SVEF agrees not to release data to any person or organization not involved in program evaluation.
- B. SVEF requests to share non-specific student data with SVEF partner organizations that support program support and analysis: WestEd and Hispanic Foundation of Silicon Valley (HFSV).
- C. No individual shall be identifiable in any reports, publications, or other documents created by SVEF from the use of data provided by the district.
- D. SVEF and its contractors shall maintain the confidentiality of all records in accordance with all applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality. These include, but are not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended, (5 U.S.C. § 552).

SVEF responsibilities:

SVEF shall:

- A. Use the data collected for evaluation of the programs Elevate [Math] and Elevate [Math] Plus.
- B. Retain data in a place physically secure from access by unauthorized persons. SVEF agrees that any computer on which the data reside will be password protected at all times.
- C. Agree that no individual will be identifiable in any reports, publications, or other documents that are created.
- D. Agree to provide a list of students with California State Identification Number (CSID) and or local student ID numbers for which the data has been requested.

District responsibilities:

The District shall:

- A. Designate a contact person to facilitate communications between the District and SVEF for coordinating the data transfer activities necessary to carry out this MOU.
- B. Collaborate with SVEF, as needed, to facilitate the coordination of the data transfer.
- C. Agree to participate in data sharing for the course of the MOU.



Statement of Research Approval

Title of Research Project Evaluation of Elevate Math Summer Program in OUSD
Researcher Deb Negrete, Principal Investigator
Institution/Organization Silicon Valley Education Foundation

May 9, 2017

To OUSD Principals and Leaders,

The proposed research has been approved by the OUSD Research Review Committee. The proposed research has been determined to be in compliance with existing legal and ethical research guidelines. The researcher has agreed that the study will not differ significantly from the activities described within the proposal that was submitted to the Research Review Committee. The researcher has stipulated that all participation will be voluntary, and it is understood that **approval of the proposal will not obligate any person, school, or department in OUSD to participate**. The researcher ensures that all student or staff data provided by the district will not be shared with other researchers or organizations. The researcher is obligated to submit any amendments to the original proposal to the Research Review Committee for approval before further research is permitted. The researcher agreed to provide the Office of Research & Assessment and each participating school with a copy of the research findings.

I am available to assist you with any questions regarding the research after you have discussed it with the researcher. Please call me if you have any questions about the research before or after it has been conducted.

Sincerely,

Jean Wing
Executive Director
Research, Assessment & Data
Jean.wing@ousd.org

**Middle School Addendum:
Elevate [Math] 6, 7, and/or 8**

Program Description

Elevate [Math] 6, 7, and/or 8 are summer intervention programs designed to help rising 6th, 7th, and/or 8th grade students successfully complete their next level math course.

The 19-day program provides 75 hours of classroom instruction and 35 hours of Professional Development (with coaching and PLCs) to teachers. Students are taught by a credentialed teacher (preferably from their home district) and receive additional support from an optional college-level teaching assistants and in-class presentations from corporate volunteers.

Student Selection

Elevate [Math] targets students who achieved a level of "Nearly Meeting Standard" on their previous year's SBAC examination. Participating districts will assist SVEF in the recruitment of students meeting the target student criteria.

SVEF and District Roles and Responsibilities

SVEF's and district responsibilities mirror those outlined in the main body of this MOU.

Cost of Program

In an effort to reach and serve all our partner districts, SVEF requests a contribution from the school district toward the overall \$16,000 cost for each Elevate [Math] summer class.

This district will host the following:

of Elevate [Math] 6 classes: 1 at \$ 16,000 /class
of Elevate [Math] 7 classes: at \$ /class
of Elevate [Math] 8 classes: 4 at \$ 16,000 /class

This totals a school district contribution of \$ 80,000.

The district will be responsible for paying the teachers and fingerprinting.

SVEF will be responsible for paying the teachers and fingerprinting.


X 
District Designee Signature

6/5/17
Date

Julie McCalmont
Printed Name

X 
Deb Negrete, Elevate Program Manager Signature

06/05/2017
Date

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Attorney at Law

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

**High School Addendum:
Elevate [Math] 9 and/or 10**

Program Description

Elevate [Math] 9 and/or 10 are summer intervention programs designed to help rising 9th and/or 10th grade students successfully complete their next level math course.

The 24-day program provides 125 hours of classroom instruction and 35 hours of Professional Development (with coaching and PLCs) to teachers. Students are taught by a credentialed teacher (preferably from their home district) and receive additional support from an optional college-level teaching assistants and in-class presentations from corporate volunteers.

Student Selection

Elevate [Math] targets students who achieved a level of "Nearly Meeting Standard" on their previous year's SBAC examination. Participating districts will assist SVEF in the recruitment of students meeting the target student criteria.

SVEF and District Roles and Responsibilities

SVEF's and district responsibilities mirror those outlined in the main body of this MOU.

Cost of Program

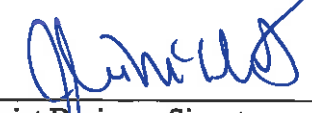
In an effort to reach and serve all our partner districts, SVEF requests a contribution from the school district toward the overall \$16,000 cost for each Elevate [Math] summer class.

This district will host the following:

of Elevate [Math] 9 classes: 1 at \$ 16,000 /class
of Elevate [Math] 10 classes: 0 at \$ 0 /class

This totals a school district contribution of \$ 16,000.


- The district will be responsible for paying the teachers **and** fingerprinting.
- SVEF will be responsible for paying the teachers **and** fingerprinting.

X 
District Designee Signature
Julie McCalmont
Printed Name

6/5/17
Date

X 
Deb Negrete Elevate Program Manager Signatur

06/05/2017
Date

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Attorney at Law

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/1/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (305) 443-4886 Wells Fargo Insurance Services USA, Inc. 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	CONTACT NAME: Risk Management Department PHONE (A/C, No, Ext): (866) 443-8489 FAX (A/C, No): (800) 889-0021 E-MAIL ADDRESS: Work.Comp@Trinet.co:m	
	INSURER(S) AFFORDING COVERAGE	
INSURED Trinet HR Corporation & all its Affiliates & Subsidiaries Labor Contractor for Silicon Valley Education Foundation 9000 Town Center Parkway Bradenton, FL 34202	INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA	NAIC # 19445
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** 11738722 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL COVERAGES		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	064576930 (OR) 064570219 (CA)	07/14/2016 07/01/2016	07/01/2017 07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000	

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

Workers' Compensation coverage is limited to worksite employees of Silicon Valley Education Foundation through a co-employment agreement with TriNet HR Corporation and all affiliated entities.

CERTIFICATE HOLDER Oakland Unified School District 1000 Broadway, Suite 440 Attention: Risk Management Oakland, CA 94607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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SAM Search Results
List of records matching your search for :

Search Term : silicon* valley* education* foundation*
Record Status: Active

ENTITY	Silicon Valley Education Foundation	Status:Active
DUNS: 019689569	+4:	CAGE Code: 6GUF8 DoDAAC:
Expiration Date: Aug 9, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1400 Parkmoor Ave		
City: San Jose	State/Province: CALIFORNIA	
ZIP Code: 95126-3797	Country: UNITED STATES	