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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Allen Smith, Chief of Schools

Board Meeting Date March 23, 2016

Subject **Agreement with New Classrooms Master Services Agreement**

Action Requested **Ratification of Agreement with New Classrooms Master Services Agreement**

Background and Discussion New Classrooms has developed and operates *Teach to One: Math*, a proprietary program for teaching math using personalized, blended learning. The schools participating in the pilot are Roosevelt Middle School and two other schools. Under the Agreement, New Classrooms will provide: 1) Access to *Teach to One: Math* platform, 2) instructional materials, 3) program schedules and lesson plans, and 4) access to regular assessments of students to inform the content provided to students in subsequent instructional days. The term of the Agreement is July 1, 2015 to June 30, 2016 at a cost not to exceed \$18,225.

Recommendation **Ratification of Agreement with New Classrooms Master Services Agreement**

Fiscal Impact Funding resource name: General Purpose

Attachments

- Agreement



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 16-0617

Department: Chief of Schools

Vendor Name: New Classrooms Innovation Partners, Inc.

Contract Term: Start Date: 07/01/2016 End Date: 06/30/2016

Annual Cost: \$ 18,225

Approved by: Kyla Johnson and Allen Smith

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

To bring to OUSD Teach to One: Math a proprietary program for teaching math using personalized, blended learning.

Summarize the services this Vendor will be providing.

- 1) Teach to One: Math platform
- 2) Instructional materials
- 3) Program schedules and lesson plans

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

Contract is for pilot year of 2015 - 2016; cost not to exceed \$18,225

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**

NEW CLASSROOMS MASTER SERVICES AGREEMENT

Master Services Agreement (“Agreement”), dated as of _____, by and between New Classrooms Innovation Partners, Inc., (“New Classrooms”), and Oakland Unified School District, a public school district located in Oakland, California (“District”).

New Classrooms has developed and operates *Teach to One: Math*, a proprietary program for teaching math using personalized, blended learning (the “Program”).

This Agreement sets forth the terms and conditions pursuant to which New Classrooms will make the Program available to the District’s schools identified on Annex I (the “Participating Schools”).

1.1. Standard Services To Be Provided by New Classrooms. New Classrooms will provide to the District the following standard services (the “Services”) in connection with the Program each year that Services are provided. Standard Services

- (a) Access to *Teach to One: Math* platform, which enables users to access a wide range of program information, including lessons, assessments, and data visualizations, as well as access to the Program’s grade management system.
- (b) Live and digital instructional content for students, including content from a diverse range of instructional modalities and providers.
- (c) Three day/week program schedules for both students and teachers that incorporate individual student assessment data, available school resources, a mix of multiple instructional modalities, and other factors.
- (d) Access to regular assessments of students to inform the content provided to students in subsequent instructional days.

1.2. Initial School Set-up Services

- (a) Conduct site visits and space evaluations with District to determine required facilities modifications at Participating Schools.
- (b) Review technology and scheduling with Participating Schools.
- (c) Provide preliminary budgetary and procurement inputs to District to support the District decision-making regarding its investments in technology hardware and infrastructure, personnel and staffing, and furniture and equipment.

1.3. Hosting Services. New Classrooms will (i) install and configure at District's facilities, and provide operational assistance for, the software necessary to access its hosting site and Services through the Internet, (ii) provide access to its hosting site from District's facilities, (iii) store data transferred to the hosting site, (iv) provide system administration and maintenance services for the hosting site, (v) perform standard database administration functions to maintain efficient and secure operation of its hosted databases and (vi) use security measures with respect to items (ii) and (iii) that are reasonably consistent with industry standards.

2. The following services shall be provided in the first year of the program as well as subsequent years the program is run ("Additional Services"). The amount of Additional Services that will be provided will be determined jointly by District and New Classrooms.

2.1. First Year Support

- (a) Consulting services in order for the District to procure:
 - (i) Required initial modifications to Participating School facilities.
 - (ii) Set-up of the required technology and technological infrastructure.
 - (iii) Design and placement/set-up of required furniture and necessary construction and other requirements to prepare space for the Program.
- (b) Consulting services to support any modifications or updates to the overall school schedule, if necessary.
- (c) Professional development and training support that may include:
 - (i) Pre-program training for participating teachers and school leadership that includes training prior to the start of the Program at the beginning of the school year.
 - (ii) Ongoing professional development support
- (d) Operational and technical support services that include site visits and consultation from New Classrooms' team specialists to provide the following:
 - (i) Ongoing operational support and training.
 - (ii) Support and training when the program adds/updates new features.
 - (iii) Issue management and support of lesson materials, including lesson staging, production, and distribution.
 - (iv) Support ongoing management of Program hardware (laptops, tablets, etc.) and related repairs.
- (e) Remote help desk support to students and teachers.
- (f) Instructional support services to provide ongoing professional development and coaching to a school's math director and teachers that include:

(i) Partner with school's math director to lead and co-facilitate ongoing professional development with teachers.

(ii) Support the math director to build an effective professional learning community that is collaborative, reflective, and data-driven.

(iii) Help teachers develop and implement sound and effective routines/procedures.

2.2. Second and Third Year Support. In addition to the support services provided in Year One, Additional Support options, in subsequent years only, would include more of the Support provided in the sections above, as determined to be necessary, jointly by New Classrooms and the District every year of the Program, as outlined in Annex I, to be amended on an annual basis:

3. Responsibilities of the District. In order to facilitate the ability of New Classrooms to effectively provide the Services, the District will:

- (a) Provide working space (comparable to working space provided for instructors employed by District) on the premises of each Participating School to accommodate New Classrooms' personnel.
- (b) Make a reasonable effort to create and maintain a professional work environment for New Classrooms' personnel where discriminatory practices, including harassment, are prohibited and make reasonable efforts to promote and defend such a work environment.
- (c) Obtain, maintain and support all computer hardware, software, communications and other equipment reasonably requested by New Classrooms' personnel to access and use the Services, including Internet connectivity and other local/District configurations.
- (d) Comply with the Program Technical Requirements set out on Annex II.
- (e) Provide, and liaise with the District Procurement Office on behalf of the Program as necessary to provide and maintain sufficient stock for each day of program operations, all supplies reasonably determined to be required by New Classrooms in connection with delivery of the Services, including math manipulatives, toner, printers (including multi-function, high speed printers), copiers, paper and other general office supplies.

3.2. Access.

- (a) Provide sufficient access to its facilities to enable New Classrooms to perform all applicable Services.
- (b) Grant New Classrooms access to its facilities for the purpose of hosting reasonable visits with respect to the Program, upon reasonable advance notice to the District and/or applicable school contact and without materially interfering with the Participating School's activities.

3.3. Administration.

- (a) Use, and take any and all actions reasonably necessary to cause participants in the Program to use, the Program solely as contemplated by this Agreement.
- (b) Provide access and information reasonably necessary to enable New Classrooms to evaluate District's schools to determine which additional schools, if any, might be candidates to participate in the Program.
- (c) Designate a senior administrator within the District to serve as the main contact person for New Classrooms.
- (d) Provide and maintain effective staffing at each participating school to ensure effective Program delivery, including ensuring the requisite number of certified math teachers, special education teachers, and paraprofessionals or other assisting personnel (including unpaid resources such as student teachers) are dedicated to teach and support students; and that there is a Math Director hired/identified (who is not scheduled for instruction) to provide a leadership and supervisory role for the program at each school for at least 50% of his or her time; and to ensure all staff attend required training sessions and other professional development, as well as act appropriately towards all New Classrooms on site staff.

3.4. Students.

- (a) Cause each Participating School to provide New Classrooms with the name, identification number of each participating student (“Participating Students”) prior to the start of the Program, and on an ongoing basis promptly following each additional student’s enrollment, as well as any other relevant and reasonable student attribute information including, but not limited to, historical student performance information such as the prior years’ state test schools, and any special needs of a student including whether the student is an English Language Learner (“ELL”) and whether their mode of mathematical instruction requires ELL support or bilingual instruction or whether a student has an Individualized Education Plan (“IEP”) that mandates instructional or testing supports and/or accommodations.

- (b) If requested by New Classrooms, District will obtain, or work with New Classrooms to obtain, all necessary permissions, including the permission of each Participating Student’s parent or legal guardian to allow New Classrooms to photograph or videotape such student at the District’s facilities for use by New Classrooms; it being understood that if such permission is not obtained, District will promptly notify New Classrooms in writing (identifying such student(s) for which permission was not obtained).

3.5. Content; User Accounts; Use of Services.

- (a) Comply, in all material respects, with applicable laws and regulations, including with the Family Educational Rights and Privacy Act and United States and foreign export control laws and regulations, applicable to its performance under this Agreement.
- (b) Be responsible for (i) assuring only persons authorized to access the Program have access to the Program, (ii) all activities that occur under all accounts of persons authorized to access the Program, including Participating Students, parents of Participating Students, and District employees, consultants and contractors (“Authorized Users”).
- (c) Prevent unauthorized control or tampering or any other unauthorized access to, or use of, the Services or the systems operated by or on behalf of District that capture, store or transmit User Data.
- (d) Prevent unauthorized use or disclosure or theft of Authorized User names, passwords and other information necessary for Authorized Users to access and use the Services.
- (e) Limit access to the Program to Authorized Users.

3.6. Fees. Pay the fees for the Program as set out on Annex I.

4. Rights With Respect to Data Generated by The Program.

4.1. Certain Definitions.

- (a) “User Data” means all information and data provided by Authorized Users, that is available to New Classrooms as a result of use of the Program by Authorized Users, including names, identification numbers and other non-public, personally-identifying information, as well as user names, passwords and other information unique to Authorized Users to access the Program.
- (b) “Aggregate Data” means all information and data derived from User Data which is not specific to an individual, does not identify a specific individual and cannot be used, alone or in conjunction with other information, to identify a specific individual.

4.2. User Data. New Classrooms (or a third party designated by New Classrooms that agrees to these terms of use) may access and use User Data (i) for any purposes necessary or appropriate for New Classrooms to provide the Program in accordance with this Agreement, and (ii) to evaluate and improve the Program for students and teachers, wherever provided. Per Section 3.5, New Classrooms will comply with applicable laws and regulations.

- (a) **Aggregate Data.** New Classrooms may access and use Aggregate Data for (i) conducting analysis, (ii) publishing and/or publicizing the results thereof (in keeping with Section 6.2), (iii) developing Program improvements and modifications, and (iv) conducting Program maintenance. This Section 4.2(a) shall also apply to a third party designated by New Classrooms that agrees to these terms of use, such as NWEA, who partners with New Classrooms to administer their MAP assessment at schools.

5. Rights With Respect to Other Intellectual Property.

5.1. Certain Definitions.

- (a) “Intellectual Property” means (i) patents; (ii) copyrights, moral rights, and design rights; (iii) confidential and proprietary information, including rights to inventions, trade secrets and know-how; (iv) trademarks, service marks, Internet domain names, social media accounts, trade dress and trade names, including all associated goodwill; (v) all other proprietary rights; and (vi) registrations and applications for any of the foregoing.
- (b) “New Classrooms Technology” means all technology, documents, software, hardware, products, processes, algorithms, user interfaces, techniques, Intellectual Property, and other tangible or intangible technical material or information (i) used, provided, or to which access is furnished by New Classrooms in connection with the Services (including all training materials), or (ii) developed, conceived, acquired, or created by or for (A) New Classrooms or its subcontractors under this Agreement, or (B) District in connection with its use of the Services, in each case of (i) and (ii), including any modifications, enhancement or improvements to, or derivative works based upon, any of the foregoing.

5.2. Ownership. As between the parties, New Classrooms exclusively owns, and except as set forth in Section 4.3, [there does not appear to be a Section 4.3] hereby reserves, all rights in and to the Program, Services, and New Classrooms Technology, including all Intellectual Property rights therein and thereto. District hereby assigns, and shall cause each of its Authorized Users to assign, to New Classrooms all right, title and interest of New Classrooms and its Authorized Users in and to all New Classrooms Technology. Nothing in this Agreement grants District any right, without prior written consent of New Classrooms, to use any trademarks, trade names or service marks used by New Classrooms in connection with the Services, including the New Classrooms name and logo, www.newclassrooms.org, and the “Teach to One: Math” name and logo.

5.3. Grant of Rights. During the Term and subject to the terms of this Agreement, New Classrooms grants to District and its Authorized Users a limited, worldwide, non-exclusive, non-transferable right to access and use the Services (except for any third-party content included therein) and the New Classrooms Technology, in each case, solely in connection with the Program.

5.4. Suggestions. District acknowledges that New Classrooms may use without restriction any feedback and knowledge District provides to New Classrooms with respect to the Services, unless District designates those suggestions as confidential information pursuant to Section 6.3.

6. Indemnification.

6.1. By New Classrooms. New Classrooms agrees to defend, indemnify and hold District harmless, against any loss, cost (including reasonable attorneys' fees) or damages arising from (i) any third party claim alleging that the use by the District of the Program infringes any U.S. Intellectual Property rights of a third person other than to the extent (x) the Program makes use of any software or hardware not provided by New Classrooms, (y) the Services were created or performed to satisfy any requirement or mandate of the District, or (z) the District fails to implement any work-around or update as directed by New Classrooms, or (ii) any material breach by New Classrooms of its obligations under this Agreement, except to the extent caused by a breach by District of its obligations under this Agreement.

6.2. By District. District agrees to defend, indemnify and hold New Classrooms harmless, against any loss, cost (including reasonable attorneys' fees) or damages arising from (i) any third party claim alleging that the use by New Classrooms of the content or data provided or submitted by District to New Classrooms infringes any U.S. Intellectual Property rights of a third person, or (ii) any material breach by the District of its obligations under this Agreement, except to the extent caused by a breach by New Classrooms of its obligations under this Agreement and iii) any claim brought by a parent or guardian regarding a student under the custody, care and instruction of the District.

6.3. Procedure. An indemnified party shall notify the indemnifying party in writing as promptly as practicable after learning of any event for which a claim for indemnification may be sought (although failure to provide such notice shall not reduce the obligations of the indemnifying party except to the extent such failure materially harms the indemnifying party). The indemnifying party may control the defense or settlement of any claim (although the indemnified party may participate with its own counsel at its own expense). The indemnified party shall reasonably cooperate with the indemnifying party in connection with any claim for indemnification.

6.4. Limitation on Liability. Without limiting the rights of New Classrooms to the fees payable by the District hereunder, no Party shall have any liability to the other Party for any lost profits, loss of use, costs of procurement of substitute goods or services, or for any indirect, punitive or consequential damages and the aggregate liability of any party for indemnification pursuant to this Section 7 shall not exceed the amount of the First Year Support Fee.

6.5. No Warranty. NEW CLASSROOMS DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. OTHER THAN AS EXPRESSLY SET FORTH HEREIN,

NEW CLASSROOMS'S SERVICES ARE PROVIDED ON AN "AS IS" BASIS.

6.6. Exclusive Remedy. The indemnification in this Section 5 shall be the exclusive remedy of the Parties with respect to this Agreement and all matters arising from or relating to this Agreement other than with respect to actions seeking injunctions or specific performance.

7. Miscellaneous.

7.1. Term. The Term of this Agreement is set forth in Annex I.

7.2. Publicity. Either party may publicly reference the other party, this Agreement and the relationship between the parties, including on their respective websites, and each party may use the other party's logos for such purposes. District shall not otherwise make public statements about the Program without the prior written consent of New Classrooms, which consent will not be unreasonably withheld.

7.3. Non-Disparagement. Neither party shall directly or indirectly make or cause to be made any statement, opinion or publication maligning, denigrating, disparaging or defaming the other party or any of its employees, consultants or representatives, clients or benefactors, or portraying or tending to portray any of the aforementioned parties in a negative or unfavorable light, including in communications with clients, benefactors, potential clients, employees, potential employees, competitors, counter-parties or potential counter-parties, the media or any other person with whom the other Party does business or may do business in the future.

7.4. Confidentiality. During the Term and for an additional three years after the Termination Date, neither party shall disclose publicly or to any third person, or use for any purposes other than in connection with this Agreement, any Confidential Information of the other party, other than disclosures to employees and other representatives reasonably necessary for such party to perform its obligations or exercise its rights under this Agreement. A party may also disclose Confidential Information to the extent required by law as long as it first allows the other party to seek a protective order or other means to maintain the confidentiality of such Confidential Information. "Confidential Information" means all non-public information of a party that is disclosed to the other party (whether orally or in writing) and includes all of the terms of this Agreement, the Services, New Classrooms Technology, training materials and all of the information generated by the relationship under this Agreement, other than Aggregate Information or any information or materials created or derived from Aggregate Information. Following the Termination Date, each party shall, if requested by the other party, return all written Confidential Information, other

than (i) any copies required to be maintained for regulatory or legal compliance purposes, and (ii) copies in disaster recovery backup facilities.

7.5. Force Majeure. Except for the obligation to make payments, nonperformance by either Party in whole or in part shall be excused to the extent it is prevented by strikes or other labor problems, fire, flood, civil unrest, acts of terror, governmental acts or orders or restrictions, failure of suppliers or any other reason where failure to perform is beyond the reasonable control of the non-performing Party, including failures or fluctuations in electric power, heat, light, air conditioning or telecommunications equipment, and such nonperformance shall not be a default hereunder or a ground for termination hereof. Notwithstanding the foregoing, if such inability to perform continues for a period of more than 60 days, either Party may elect to terminate this Agreement, and the Termination Date shall be the date on which written notice of such election is received by the other Party.

7.6. Survival. The following provisions shall survive the termination or expiration of this Agreement for any reason and shall remain in effect after any such termination or expiration: Sections 2.6, 3, 4, 5 (but only for a period of 12 months after termination) and 6.2.

7.7. Independent Contractor. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties and New Classrooms shall be considered an independent contractor when performing any services hereunder. Employees of each of New Classrooms and District shall remain subject to the exclusive control and supervision of New Classrooms and District, respectively, each of which shall be solely responsible for obligations with respect to their respective employees.

7.8. Third-Party Providers. In connection with its provision of the hosting services described in Section 1.5 herein, but subject to the confidentiality provisions of Section 6 herein, New Classrooms may use one or more third-party providers.

7.9. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other Party. Notwithstanding the foregoing, New Classrooms may assign this Agreement together with all rights and obligations hereunder, without consent of the District, in connection with a sale of all or substantially all of its assets related to this Agreement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

7.10. Entire Agreement; Amendments. This Agreement, including

Annex I, constitutes the entire agreement between the parties as to its subject matter, and supersedes all previous and contemporaneous agreements, proposals or representation, written or oral, concerning the subject matter of this Agreement. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

7.11. Notices. All notices under this Agreement shall be in writing and shall be delivered to the addresses provided on Annex I.

7.12. Waiver. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right.


7.13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.

7.14. Arbitration. The undersigned agree that any controversy or claim arising out of, based upon, or relating directly or indirectly to this Agreement shall be determined by arbitration administered by the American Arbitration Association (“AAA”) in accordance with the AAA’s rules and procedures in effect at the time the arbitration is commenced; the arbitration shall be conducted in the English language in Oakland, California, and shall be governed by the laws of the State of California without regard to its choice of law principles; the arbitration shall be heard by one (1) arbitrator appointed by the AAA; the arbitrator shall render a decision within 9 months; the award of the arbitral tribunal may be entered as judgment in any court of competent jurisdiction; the arbitrator shall award to the prevailing party in the arbitration all of the prevailing party’s reasonable outside attorney’s fees and reasonable costs incurred in connection with the arbitration, and the non-prevailing party shall also pay the reasonable costs and expenses of the arbitrator. Each of the undersigned further agrees that any arbitration proceeding shall be conducted in a confidential manner and that it shall: (i) not publicly disclose any information regarding the arbitration proceeding or any award issued in the arbitration, except as may be authorized or required by law; (ii) keep all material used or exchanged in the arbitration confidential; and (iii) use such material solely for the purposes of the arbitration and not for any business, commercial, competitive or other purpose.

7.15. Counterparts. This Agreement may be executed in counterparts (including counterparts delivered by facsimile or other electronic means), which taken together shall form one legal instrument.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the date first above written.

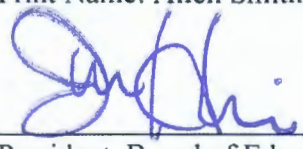
NEW CLASSROOMS INNOVATION PARTNERS, INC.

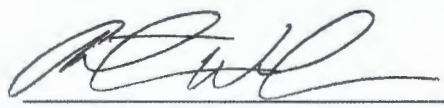
By: 
Print Name: Joel Rose
Title: CEO & Co-Founder

02/08/2016

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____
Print Name: Allen Smith, Chief of Schools


President, Board of Education


Superintendent and Secretary, Board of Education

Approved as to Form


Jacqueline P. Minor, General Counsel

ANNEX I- TEACH TO ONE: MATH OPERATING REQUIREMENTS

A. District Contacts

DISTRICT BUSINESS CONTACT	DISTRICT FINANCE CONTACT
Kyla Johnson-Trammel Network Superintendent of Elementary Schools 1000 Broadway, Room 640 Oakland, CA 94607 Email: kyla.johnson@ousd.org	Vanessa Brooks, Accounts Payable Manager 1000 Broadway, 4 th Floor Oakland, CA 94607 vanessa.brooks@ousd.org

B. New Classrooms Contacts

NC BUSINESS CONTACT	NC FINANCE CONTACT
Lizz Pawlson Chief Growth Officer 1250 Broadway, 30th Floor, New York, NY 10001 Main: (212) 920-6130 Fax: (718) 313-0135 Email: lpawlson@newclassrooms.org	Elizabeth Barker Director of Finance 1250 Broadway, 30th Floor, New York, NY 10001 Main: (212) 920-6130 Fax: (718) 313-0135 Email: ebarker@newclassrooms.org

B. Names of Participating Schools and School Contact.

School Name: Roosevelt Middle School
 School Address: 1926 E 19th St, Oakland, CA 94606
 School Contact: (510) 879-2120

School Name: _____
 School Address: _____
 School Contact: _____

School Name: _____
 School Address: _____
 School Contact: _____

C. District Fees Payable.

(a) Fees will be payable by the District to New Classrooms in accordance with the following schedule. All amounts shall be payable by the District within 30 days of receipt of invoice.

School	Fee Period	Fee Type	Fee Amount	Invoice Date	Amount Due
School 1, Year 1	Jan-Jun 2015	Set-Up	-----	-----	-----
	2015-16 School Year	License	\$225 per Participating Student	7/1/15 (90%)	\$16,402.50
				6/30/16 (10%)	\$1,822.50
	Support	-----	-----	-----	
First Year Total					\$18,225 (estimate)

Notes:

*Each year's license fees are estimated off of District good faith estimate of the number of students to be **81 at Roosevelt Middle School** ("Estimated Student Enrollment"). The final invoice for each year will be based on actual number of "Participating Students".

(b) A student will be deemed a Participating Student for the purposes of this fee schedule if the Program is made available to the student for at least 5 school days.

(c) In the event the Agreement is terminated prior to the end of the Term, District will remain responsible to pay all fees through the end of the then current school year if termination is due to a District material breach, and all fees through the termination date if termination is due to New Classrooms' breach.

C. Term of Agreement. The initial term of this Agreement (the "Initial Term") will commence on **July 1, 2015** and will end on **June 30, 2016**. The parties may extend the Initial Term by written agreement (the Initial Term, together with any extensions, the "Term"). Notwithstanding the foregoing, a specified party may terminate this Agreement prior to the end of the Term by delivery of at least 30 days prior written notice to the other party, in the event the other party has materially breached its obligations under this Agreement and such breach remains uncured for a period of at least 30 days after receipt of written notice thereof (unless such breach is caused by a breach of the specified party), provided that New Classrooms may terminate or suspend any portion of this Agreement in the event of a material breach by District.

D. Contact/Notice Information.

New Classrooms Program Manager

Name: Lizz Pawlson
c/o New Classrooms Innovation Partners, Inc.
1250 Broadway, 30th Floor
New York, NY 10001
Phone: 347-684-7485
Email: lpawlson@newclassrooms.org

District Program Manager

Name: Kyla Johnson, Network Superintendent
Address: 1000 Broadway, Suite 640
Oakland, CA 94607
Email: kyla.johnson@ousd.org

ANNEX II- *TEACH TO ONE: MATH* OPERATING REQUIREMENTS

District agrees to comply with the following *Teach to One: Math* program Operating Requirements to effectively support and implement the Services. These requirements will be amended each year prior to the start of the school year].

School Space & Furniture Requirements: Math Center

Oakland Unified School District commits to procure, install, and maintain all requisite technology

District will allocate the necessary amount of space to operate as the *Teach to One: Math* Center able to serve up to **81** to students in the program

Technology Requirements

Oakland Unified School District commits to procure, install, and maintain all technology used to operate the Program.

District will provide the number of laptops based upon a *Teach to One student* enrollment set out in Annex I plus a reserve of 20% above that number

Staffing Requirements





District will provide adequate staff to support the program, based on the estimated student enrollment set out in Annex I

Materials & Supplies

District will provide math manipulatives determined by New Classrooms to be required to provide the Services as described in the Master Services Agreement and in compliance with Sections 2.1, 2.2 and 3.1 of the Agreement.

TITLE	Oakland MSA
FILE NAME	Oakland_NewClassr...2.8.16 final.docx
DOCUMENT ID	62275dc0853d21918d0b0dac354f1272baa2eaa0
STATUS	• Completed

Document History

 SENT	02/08/2016 16:15:35 UTC	Sent for signature to Joel Rose (jrose@newclassrooms.org) IP: 38.104.201.86
 VIEWED	02/08/2016 19:14:17 UTC	Viewed by Joel Rose (jrose@newclassrooms.org) IP: 38.104.201.86
 SIGNED	02/08/2016 19:14:29 UTC	Signed by Joel Rose (jrose@newclassrooms.org) IP: 38.104.201.86
 COMPLETED	02/08/2016 19:14:29 UTC	The document has been completed.