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Memo

To Board of Education

From Antwan Wilson, Superintendent
Allen Smith, Chief of Schools

Board Meeting Date
(To be completed by Procurement) October 22, 2014

Subject Memorandum of Understanding between We Teach Science (WTS) Foundation - Oakland Unified School District - Castlemont High School

Action Requested Approval of Memorandum of Understanding between Oakland Unified School District and We Teach Science (WTS) Foundation regarding data sharing and student mentoring services to evaluate effectiveness of program. Services to be primarily provided to Castlemont High School for the period of July 1, 2014 through June 30, 2015.

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

WTS aims to inspire K-12 students to excel in math and science. WTS believes students' interest and corresponding academic achievement in math and science can be dramatically improved when they work long-term with a science, technology, engineering, and math ("STEM") mentor who has a love for the subject. In line with this belief, WTS has developed a Remote Tutoring and Mentoring Program (the "Program"). The Program pairs struggling students with mentors from STEM professions as math tutors. The student and mentors meet once a week for one hour during the school day via web-based, interactive whiteboards and audio-visual connection software. WTS and the District desire to work together to execute the Program in the District's schools.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and We Teach Science (WTS) Foundation, Burlingame, CA, for the latter to provide: Student tutoring/Data sharing services

For the period of July 1, 2014 through June 30, 2015.

Recommendation Approval of Memorandum of Understanding between Oakland Unified School District and We Teach Science (WTS) Foundation. Mentoring and data sharing services to be primarily provided to Castlemont High School for the period of July 1, 2014 through June 30, 2015.

Fiscal Impact Funding resource name: Castlemont High School has agreed to purchase computer headsets.

Attachments

- Memorandum of Understanding
- Addendum to MOU
- Scope of Work

Q&T DRAFT 8/13/14

Memorandum of Understanding

This is a **Memorandum of Understanding** (the "MOU"), dated as of August 13, 2014 (the "Effective Date"), between We Teach Science Foundation ("WTS"), a California nonprofit corporation and the Oakland Unified School District (the "District"), a school district.

Background

WTS aims to inspire K-12 students to excel in math and science. WTS believes students' interest and corresponding academic achievement in math and science can be dramatically improved when they work long-term with a science, technology, engineering, and math ("STEM") mentor who has a love for the subject. In line with this belief, WTS has developed a Remote Tutoring and Mentoring Program (the "Program"). The Program pairs struggling students with mentors from STEM professions as math tutors. The student and mentors meet once a week for one hour during the school day via web-based, interactive whiteboards and audio-visual connection software. WTS and the District desire to work together to execute the Program in the District's schools.

WTS and the District agree as follows:

1. Program

1.1 Responsibilities. WTS and the District's respective Program responsibilities are set out in **Exhibit A**. WTS and the District will perform those responsibilities as well as the other responsibilities described in this MOU. WTS and the District will each carry out their respective Program responsibilities in a diligent and professional manner and in accordance with applicable law and any funding or other contracts relating to the Program.

1.2 Demographic and Academic Information. The District will provide all of the data specified in **Exhibit A** to WTS with respect to Program participants and non-participants. Unless stated otherwise in **Exhibit A**, the District will provide this data once for the academic year that the Program is active and once a year for four academic years after the completion of the Program.

1.3 Confidentiality. In working together on the Program, WTS and the District may share sensitive information with one another, including information about students and other matters. If WTS and the District have not signed a separate confidentiality agreement, WTS and the District will each use the other party's Confidential Information (defined below) only in connection with activities under this MOU and will keep this information confidential from all parties outside of the Program. "Confidential Information" means any and all non-public information regarding WTS or the District, including, without limitation, information regarding students as set out in **Exhibit A**. Confidential Information does not include information that (i) is aggregated without identifying personal student information as part of the Program's assessments reports; (ii) is or becomes generally available to the public other than as a result of a disclosure by the receiving party; (iii) was known by the receiving party prior to being furnished to the receiving party by or on behalf of the furnishing party; (iv) is or becomes available to the receiving party on a non-confidential basis from a source other than the furnishing party; (v) is independently developed by the receiving party; or (vi) is generally disclosed by the furnishing party to third parties without a duty of confidentiality on the part of third parties. All Confidential Information furnished under this MOU is and will remain the property of the furnishing party.

1.4 MOU Contacts. WTS and the District will each appoint one individual to act as the principal contact person with respect to this MOU and Program operation. The initial appointees are identified in **Exhibit A**. Each of WTS and the District may specify a new such person through providing written notice to the other party.

1.5 License. In carrying out the Program, WTS may share proprietary know-how, methodologies, documents and other materials with the District. WTS grants to the District a royalty-free, non-exclusive, non-transferable, non-sublicenseable, and revocable license to use such WTS material for purposes related to the Program. WTS retains all right, title, and interest in any proprietary know-how, methodologies used or shared, internal materials shared, or audio-visual material created in carrying out the Program.

1.6 Responsibility for Own Actions. WTS and the District will each have sole responsibility for the planning, management, and implementation of its own activities relating to execution of the Program, including, without limitation, managing its Program budget, hiring, assigning, and managing employees, and paying expenses. WTS and the District will each be responsible for acquiring and maintaining funding for their respective responsibilities under the Program.

2. Communications

2.1 Program Data Collection. WTS collects, analyzes, and disseminates data about the Program. Such work is intended to allow WTS to evaluate the effectiveness of the Program, comply with external reporting obligations, and carry out its communication activities. The District will cooperate with WTS, its affiliates, donors, connected research organizations, and any other third parties engaged by WTS (including AT&T Foundation) in its data collection and analysis in connection with WTS's evaluation of the Program's design, execution, and outcomes.

2.2 Publicity. Subject to Section 1.3, WTS and the District may issue press releases and other public statements (including statements on any website) relating to the Program, including disclosures reporting the Program results or outcomes.

3. Termination

3.1 Expiration. This MOU will expire five years after the Effective Date, unless terminated under any of the other provisions of this Section 3. This MOU will automatically renew on the date of expiration for successive additional five year terms unless either WTS or the District gives the other written notice of termination at least ninety (90) days prior to the expiration of the then-current term. WTS and the District understand and agree that neither is or will be, as a result of entry into or performance under this MOU, obligated to continue this MOU past any particular expiration date.

3.2 Mutual Agreement. This MOU may be terminated by a writing signed by both WTS and the District which states their intent to terminate this MOU and the date upon which such termination will take effect.

3.3 Termination for Breach. If either party materially breaches any of its obligations under this MOU, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within fifteen (15) days after receipt of such notice, the non-breaching party may terminate this MOU upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice to the breaching party. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

3.4 Effect of Termination. Upon the expiration or termination of this MOU, WTS and the District will promptly cease any use of any of the other's materials, hardware, equipment, names, logos, and other marks. If the MOU terminates, WTS and the District will cooperate in transition activities and will use reasonable efforts to minimize interruption and any adverse impacts of the termination. Sections 1.3, 2.2, 3.4, and 4 will survive the expiration or termination

of this MOU. Section 1.2 and 2.1 will survive termination for five years after the termination of this MOU.

4. General Provisions

4.1 Entire Agreement; Amendment This MOU, together with exhibit A, is the entire agreement between WTS and the District and supersedes any and all prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing and communications relating to the same subject matter. This MOU may be modified only as stated in a writing signed by both parties which recites that it is an amendment to this MOU.

4.2 Severability and Waiver. If any provision in this MOU is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver under this MOU must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this MOU will not be considered a waiver of any later breach or of the right to enforce any provision of this MOU.

4.3 No Third Party Beneficiaries. This MOU is for the exclusive benefit of WTS and the District and not for the benefit of any third party including, without limitation, any student in the Program or employee of WTS or the District.

4.4 Independence. WTS and the District are and will remain independent contracting parties. The arrangements contemplated by this MOU do not create any partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither WTS nor the District has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term "partner" or comparable term in any communications is solely for convenience.

4.5 Notices. Notices and consents under this MOU must be in writing and delivered by mail, courier, email, or fax to the addresses set out in Exhibit A. These addresses may be changed by written notice to the other party. Notice given in the manner provided by this section will be considered given two business days after deposit in the mail, or the first business day after delivery to a courier or delivery by fax or e-mail.

4.6 Governing Law. This MOU is governed by California law.

4.7 Counterparts. This MOU may be executed in two or more counterparts, each of which will be deemed an original and all of which will be deemed to be one and the same instruments.

* * * * *

WTS and the District signed this MOU as of the Effective Date.

W~~e~~ Teach Science Foundation:

By: *Aragon Burlingham*
Name: ARAGON BURLINGHAM
Title: President

OAKLAND UNIFIED SCHOOL DISTRICT:

By: *[Signature]*
Name: Antwan Wilson
Title: Superintendent

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

Exhibit A

Program Responsibilities

WTS Responsibilities. WTS will perform the following:

- a. Recruit, screen, and train mentors for the Program
- b. Match individual students with a mentor
- c. Coordinate and lead a mentor-student orientation session at the beginning of the Program
- d. Create a "parent packet" document that includes a Program description, sets out expectations for students, and seeks a waiver of liability, among other things, to be distributed by the District to parents of participating students
- e. Host and maintain a web-based system for remote tutoring sessions
- f. Provide up to 30 pen-based tablets for each participating school
- g. Record all remote tutoring sessions (virtual whiteboard, voice, and, in some cases, video)
- h. Make session recordings available to participating students and mentors via restricted login and password access
- i. Store all session recordings on a secure server for at least 5 years
- j. Provide a program coordinator(s) dedicated to support the Program generally for the District and supervise in person all remote tutoring sessions in the classroom
- k. Create a post-program report summarizing aggregated student data and outcomes for the District's students

District Responsibilities. The District will perform the following:

- a. Host the mentor-student orientation session at the beginning of the Program at each of the District's schools participating in the Program
- b. Provide the allocated number of students that qualify (Underperforming students as measured by Standardized Tests; over 50% of students qualify for Free and/or Reduced Lunch programs) for the Program
- c. Ensure students remain in the RTM program for the entire school year
- d. Distribute and secure signatures on the "parent packet" document to the parents of participating students
- e. Purchase headsets with microphones and webcams for all students participating in the Program
- f. Share an electronic copy of the textbook (Teacher's Edition) with WTS
- g. Keep secure and maintain the headsets in good, workable condition
- h. Keep secure and maintain, in good, workable condition, the pen-based tablets provided by WTS
- i. Restrict the use of the headsets and pen-based tablets only to students in the Program and only for Program purposes.
- j. Provide and maintain classrooms or labs with strong internet to host student participants during remote tutoring sessions
- k. Provide each student in the Program with a computer with adequate broadband internet connection for each remote tutoring session. Ensure there are at least two spare computers available during each session in case of failure.

- l. Dedicate one period (of at least 45 minutes) each school week as the remote tutoring period for each student participating in the Program
- m. Assign an onsite teacher to monitor the students during every remote tutoring session
- n. Time for RTM sessions will be allocated for the entire school year and will be at the same time and on the same day each week.
- o. RTM Sessions will only be scheduled on Tuesdays, Wednesdays, or Thursdays.
- p. Teachers will share weekly updates on classwork, homework, and tests with the Vendor
- q. Teachers will provide Vendor with progress reports (template provided by Vendor) on participating students every 4-6 weeks during the RTM Program

Data Provision

Demographic and Academic Information

The District will provide all of the following data to WTS for Program participants (with student names and IDs attached) and non-participants (consistent dummy identifiers for longitudinal tracking).

Demographic Information

- a. Gender of the student
- b. Current grade level of the student
- c. Ethnicity or race as self-identified by the student
- d. Whether the student qualified for free or reduced lunch
- e. Whether the student is designated as limited English proficient
- f. Whether the student receives a special education accommodation

Academic Information

- a. Course and section assignments for each participating student
- b. Whether the student transferred school districts during the school year
- c. The student's school attendance record during the school year
- d. The student's attendance and transfer record in the school
- e. The student's record of suspensions and other behavior markers
- f. The student's reading assessment score
- g. The student's course credits earned
- h. The student's core course failures for each report card period
- i. The student's Grade Point Average
- j. Classroom assessment records each report card period for the entire academic year that the Program operates
- k. All standardized test scores for the Program year and the prior year if available: Mathematics, English-Language Arts, and Science
- l. Classroom assessment records for all incoming 9th grade students
- m. All standardized test scores and classroom assessment records for 9th through 12th grade

WTS Principal Contacts

We Teach Science Contact Person	Aragon Burlingham, Founder and President
We Teach Science Contact Information	405 Primrose Road, Suite 200 Burlingame, CA 94010 (800) 956 - 1160 (fax) [aragon@weteachscience.org]

District Principal Contacts

Oakland Unified School District Contact Person	
Oakland Unified School District Contact Information	[Oakland Unified School District 1000 Broadway Oakland, CA 94607 [Fax] [Email]

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

By: 
Attorney at Law



MARIA SANTOS Deputy Superintendent of Instruction, Leadership and Equity-in-Action

May 30, 2014

To the We Teach Science Foundation:

Oakland Unified School District is pleased at the prospect of partnering with We Teach Science Foundation to provide mentoring opportunities for students who would benefit from additional support in mathematics. Our district is committed to preparing each student to graduate college, career, and community ready, and we recognize that a strong foundation in mathematics is a key element of that preparation.

The proposal to match one or two classes of students enrolled in mathematics support courses with mentors who commit to working with the students weekly promises to have a meaningful impact on the achievement and mathematical experience of those students. We recognize the value of a student building a relationship with a dedicated and knowledgeable adult who shows up for them every week and can respond to individual tutoring questions as well as provide more general mentoring. The personal interaction supported by the video and interactive whiteboard web-based platform will foster students building relationships with their mentors and getting the individualized support that is difficult for a single teacher to provide in a class of 20-25 young people. It is significant that these mentors, who are STEM-industry professionals, are well-equipped to respond when students ask, "Why *am* learning this? When will math be useful in my life?"

This program is an especially good fit for our schools and students as we are well into our transition to the Common Core State Standards (CCSS) in mathematics. The Oakland Unified School District Board of Trustees approved a math course sequence that includes support courses for students who need additional time, attention, and opportunities to learn in order to be successful. We Teach Science has impressive results showing performance gains on the CST test when underperforming students have consistently participated in the online mentoring activities. The opportunity to connect our students with one-on-one mentoring and tutoring in these courses will be a strong support to their learning as we take up CCSS-M.

A number of schools in our district will be offering support courses in 2014-15, and we anticipate more schools adding them to their schedules in subsequent years. We Teach Science staff have met with our high school math coordinator and administrators at Castlemont High School about this partnership for 2014-15. Should funding be available for more than one class, we look forward to working with foundation staff to identify a middle school that would also benefit from the partnership.

We understand what is expected of participating schools in terms of providing a consistent hour each week for mentoring sessions and adequate technology infrastructure, including the recommended webcams and headsets. Our Research & Evaluation staff are in conversation with We Teach Science to complete a Memorandum of Understanding for sharing data, so that the foundation can track the impact of the program on student achievement. We recognize the ways in which a partnership with We Teach Science will help us to realize our goals for students' learning and success in mathematics, and would welcome the opportunity to work with the mentoring program.

Sincerely,

Maria Santos
Deputy Superintendent of Instruction, Leadership, & Equity-in-Action

The Memorandum of Understanding dated August 13, 2014 between We Teach Science Foundation ("WTS") and the Oakland Unified School District (the "District" or "OUSD") is hereby amended by adding the following terms:

5. WTS agrees to comply with the following provisions:

- **Tuberculosis Screening of Employees as described below**
- **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to WTS services under this Agreement and WTS certifies its compliance with these provisions as follows: "WTS certifies that WTS has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all WTSs employees, subcontractors, agents, volunteers, 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 WTS, 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. WTS further certifies that it has received and reviewed fingerprint results for each of its Employees and WTS has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this MOU.

6. Non-Discrimination. Consistent with the policy of OUSD in connection with all work performed under this AGREEMENT, WTS 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. WTS 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.

7. Confidentiality. Section 1.3 is modified to include the following:

- a) WTS and all of its agents, personnel and employee(s) shall maintain the confidentiality of all information received under this MOU. WTS understands that student records are confidential and agrees to comply with all state and federal laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA), Article 1, Section 1 of the California Constitution, and California Education Code Section 49062 et seq., concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this MOU.
- b) WTS agrees to take strict precautions to safeguard student Confidential Information and to limit access to such Confidential Information to WTS' authorized personnel who require such access and have agreed to abide by the terms of this MOU.
- c) WTS agrees to promptly return all such Confidential Information and related materials to the District upon termination of this MOU or at such time as may be requested by the District.

d) WTS shall not, other than for the purposes permitted under this MOU (i) use any Confidential Information; (ii) disclose Confidential Information to any third parties; (iii) reverse engineer, disassemble, or decompile any Confidential Information, or make any derivatives or translations of the Confidential Information, without the District's prior written consent.

e) The term "Confidential Information" shall mean the District's trade secrets, confidential knowledge, know-how, Student Personal Identity Data, or other proprietary information or materials of the District or in the District's possession and all information that a reasonable person would consider sensitive or confidential in nature.

8. INDEMNIFICATION

WTS shall indemnify and save harmless the District and its officers, State Trustee, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of WTS or loss of or damage to property, arising directly or indirectly from WTS' performance of this Agreement, except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of the District and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on WTS, its agents or employees. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, WTS and experts and related costs and the District's costs of investigating any claims against the District.

9. WAIVER

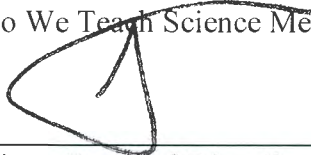
Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

10. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: 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 contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Agreement on the day first mentioned above.

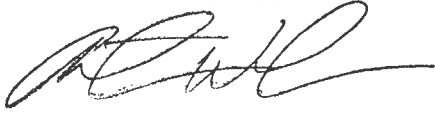
We Teach Science Foundation

Addendum to We Teach Science Memorandum of Understanding



10/23/14

President, Board of Education
Oakland Unified School District



10/23/14

Superintendent and Secretary Board of Education
Oakland Unified School District

Approved as to Form



Jacqueline Minor, General Counsel

we teach science

FOUNDATION

Oakland USD – We Teach Science Operational Plan

This operational plan captures details of how the Remote Tutoring & Mentoring Program will be **implemented** in Oakland USD and is based on extensive conversations between the school, district and We Teach Science staff.

Class Model

- School will provide 25 students that qualify for the RTM program using the student identification tool
- Students will be clustered into the schools pre-existing 9th Algebra Support class
 - WTS will provide individual mentors for students once a week during the support class
- Both the classroom teacher and the Program Coordinator will be present for every session

Communication

- The teacher will share upcoming lesson plans with answer key on a weekly basis
- WTS will hold a half hour phone meeting every month to connect with school and district stakeholders
- If the teacher uses a textbook, a digital copy of the teacher's edition will be given to WTS
- WTS will send curricular updates to mentors so they can be prepared for their session
- WTS will provide mentors ongoing training on pedagogy best practices, mentoring strategies, and math content

Technology

- District will schedule sessions with wired computers with at least 30 Mbps upload and down load speeds
- District will buy recommended headsets and webcams
- WTS will provide the remote collaboration platform

Security

- All WTS mentors will go through a stringent onboarding process including a security trace (background check OR fingerprinting) and an individualized interview
- All sessions will be recorded

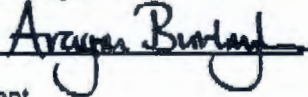
Key Contacts

- School
 - School Principal
- District
 - Barbara Shreve, Math Specialist barbara.shreve@ousd.k12.ca.us
- We Teach Science
 - Camille Stone, Program Director camille@weteachscience.org
 - Alison Wisdom, National Program Manager alison@weteachscience.org
 - Elizabeth Otto, Program Coordinator Elizabeth@weteachscience.org

Signatures below indicate that WTS and the Oakland USD agree to this operational plan. This document is put in place with reference to the MOU.

We Teach Science Foundation

By: Aragon Burlingham

Signature: 

Title: President

Date: 8/14/14

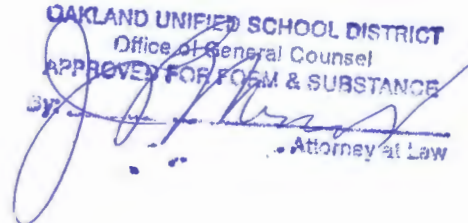
OAKLAND UNIFIED SCHOOL DISTRICT

By: Antwan Wilson

Signature: 

Title: Superintendent

Date: 10/23/14

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 Attorney at Law