

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	21-2725
Introduction Date	12/1/2021
Enactment Number	21-1897
Enactment Date	12/1/2021 CJH



# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tara Gard, Chief of Talent  
Sarah Glasband, Director, Talent Development Recruitment and Retention

**Meeting Date** December 1, 2021

**Subject** Memorandum of Understanding – Trellis Education – Talent/Human Resources

**Ask of the Board** Approval by the Board of Education of a Memorandum of Understanding by and between the District and Trellis Education, San Francisco, CA for the latter to provide program development and mentoring in the Science, Technology, Engineering, and Mathematics (STEM) Teacher Pathway and Mentor Fellow Project for the period July 1, 2021 through June 30, 2022, at no cost to the district.

**Background** Trellis Education is a nonprofit organization working in service of creating and sustaining more cohesive and effective pathways for California math and science teachers as they enter and progress in the profession. In this consortium Trellis serves as the residency “glue” across university teacher preparation programs and school district partners. As part of its work with teacher preparation programs and school districts, Trellis is committed to creating opportunities for and retaining more teachers-of-color, supporting the racial and cultural diversity of the District's teaching staff, and, in particular, ensuring that the Trellis mentoring and resident communities are increasingly and consistently representative of the students enrolled in California public schools, as these students are served over time by virtue of the effectiveness of the Project.

In partnership with Trellis, UC Berkeley, CSU East Bay, the District applied for and was awarded a STEM Residency Grant from the California Commission on Teacher Credentialing (CTC) of \$20,000 per teacher candidate for up to twelve (12) candidates during the 2019-20 school year, operations continuing through the 2020-21 school year at sustained funding levels. The majority of these funds were directed to the teacher candidate (\$14,000). Trellis received \$1,000 per teacher to provide training and support to the mentor community. The mentor teachers received \$3,000 from the CTC grant, and an additional \$2,000 from Trellis, to provide mentoring and to participate in the learning community. The remaining \$3,000 per teacher

was designated to be spent on substitute teachers for participants' release time with respect to Project activities, fees for exams required by teacher credential program components, and administrative costs of the Project.

The beginning math and science teacher candidates from CSU East Bay and UC Berkeley's single-subject credential programs engage in the student teaching component of their program (Residency assignment) with a trained Trellis Mentor Fellow who tracks the Teacher Scholar's growth in the development and implementation of core STEM teaching practices. The shared goals of the pilot are to ensure that the Teacher Scholar becomes more effective in facilitating student learning, that the Teacher Scholar remains teaching in the District, and that the Teacher Scholar remains in the teaching profession as a long-term career choice. The work of the Project will continue to focus on target sites for 2021-22. The number of target sites shall be determined, depending upon funding. OUSD Mentor Fellows will begin to create a long-term mentoring vision in OUSD, one that supports new teachers entering the teaching profession, who are enthused and energetic regarding teaching in the District, and who become more effective, resilient, and committed to OUSD over time.

**Discussion**

This strategy of a STEM teacher pathway aligns with major District goals and State and Federal legislation aimed at increasing the percentage of qualified, credentialed teachers in OUSD schools, thereby decreasing the number of teachers working under Emergency Credentials.

Approval by the Board of Education of a Memorandum of Understanding by and between the District and Trellis Education, San Francisco, CA for the latter to provide program development and mentoring in the Science, Technology, Engineering, and Mathematics (STEM) Teacher Pathway and Mentor Fellow Project for the period July 1, 2021 through June 30, 2022, at no cost to the district.

**Fiscal Impact**

District funding will be applied from the CTC Residency Grant as passthrough funding. There will be no use of District general funds, only categorical funding as a result of the CTC Residency Grant. Fiscal oversight will be applied per the agreement in the CTC Residency Grant award.

**Attachment(s)**

- Memorandum of Understanding – Trellis Education
- Trellis Education Insurance Certification
- District Routing Form

## **TALENT DIVISION**

### **Employee Retention & Development**

Oakland Unified School District

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**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*



## **MEMORANDUM of UNDERSTANDING**

### **OUSD STEM TEACHER PATHWAY and MENTOR FELLOW PROJECT 2021-22**

#### **OAKLAND UNIFIED SCHOOL DISTRICT and TRELIS EDUCATION**

This Memorandum of Understanding (MOU or Agreement) for the OUSD STEM Teacher Pathway and Mentor Fellow Project 2021-22 (Project) is entered into by and between the OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and TRELIS EDUCATION (Trellis), a nonprofit 501(c)(3) technical education assistance organization, headquartered in San Francisco, California. This Memorandum describes and confirms the expectations, prerogatives, and responsibilities of Trellis Education and the Oakland Unified School District (collectively, the Principal Parties or Parties) related to the Project to be developed and implemented by the Parties.

#### **RECITALS**

WHEREAS, Trellis and OUSD (and their university partners) believe it is important to build a community of highly-skilled, secondary STEM teacher mentors in OUSD that has a significant and measurable impact on the recruitment, retention, and effectiveness of early-career STEM teachers in and emerging from the single-subject credential programs in mathematics and science at UC Berkeley and CSU East Bay; and

WHEREAS, Trellis and OUSD wish to build this community based on the following research-based claims:

- A. All secondary STEM teachers in their pre-service, first, second, third, and fourth years in the classroom should have trained, skilled mentors<sup>1</sup>;
- B. Being an effective STEM teacher mentor requires training in content-agnostic and STEM-specific best practices in teacher mentoring and active participation in a professional learning community of mentoring;

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<sup>1</sup> “Trained, skilled” mentoring, at a minimum, requires rich pedagogical content knowledge of STEM content, in particular as related to Common Core and NGSS standards and curricula, and skill facilitating teachers developing measurable expertise enacting the teaching practices that help students learn best.

- C. When teacher mentors are most effective, their ability to facilitate STEM learning develops alongside the ability of their mentee(s);
- D. Skilled mentoring for early career teachers must be a shared priority of teacher preparation programs and school districts; and
- E. Mentoring an early career teacher should be an expected, supported, and high-status component of a teacher’s professional trajectory in the profession.

WHEREAS, an “OUSD Mentor Fellow” is defined as an OUSD STEM teacher or teacher leader committed to developing and participating in a community of STEM teacher mentors in OUSD, Mentor Fellows:

- A. Will be current middle or high school STEM teachers or have secondary STEM teaching experience in the District;
- B. Will take responsibility for the long-term mentoring of pre-service teachers in and emerging from the UCB and CSU East Bay single-subject program in mathematics and science who are placed and/or hired in OUSD during the project period;
- C. May currently be mentoring or facilitating mentoring for pre-service or early in-service math and science teachers in District schools;
- D. Will develop a model for long-term STEM teacher mentoring that complements existing mentoring and teacher development work and that creates pathways for early-career teachers to grow, thrive, and become teacher leaders in OUSD;
- E. Will work with the existing Trellis Mentor Fellows and with other mentors and coaches in the District and with the larger Trellis Mentor Fellow community as the District sees fit.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

## **I. ROLES AND RESPONSIBILITIES**

### **A. OVERVIEW OF THE PROJECT**

All Parties will support up to twelve (12) beginning math and science teacher candidates from the CSU East Bay or the UC Berkeley single subject credential program to enter the OTR STEM pathway in 2021-22 as outlined in the CTC Residency Grant Proposal. The Resident will be supported by a trained Trellis Mentor Fellow, who will track the Resident’s growth enacting core STEM teaching practices. The shared goals of the pilot program are to ensure the Resident becomes more effective at facilitating student learning over time, remains teaching in the District, and remains in the teaching profession. The parties will also support a mentor-training-and-support program for the mentors of existing math and science teacher candidates and graduates for six (6) years and for incoming Residents for three (3) years, clustering residents at target school sites wherever possible. The Project will target the recruitment and onboarding of up to fourteen (14) additional OUSD Mentor Fellows from targeted school sites to support the beginning teachers until the program sustains the mentoring community with “graduates” from the Trellis program. In addition, with input from CSU East Bay and UC Berkeley, Trellis will support the selection of new Residents (pre-service teachers) to be placed in OUSD Mentor Fellows’ classrooms. OUSD Mentor Fellows will begin to create a long-term mentoring vision in OUSD that supports new teachers joining the teaching profession, in their excitement to choose to teach in OUSD, and in becoming more effective, resilient, and committed to OUSD over time.

## B. PROGRAM COMPONENTS

1. In 2021-22, up to twelve (12) OTR STEM Residents will be placed as Residents (student teachers) in classrooms with OUSD teachers serving as Mentor Fellows; Trellis and OUSD will project an appropriate number of candidates to be placed as Residents in 2022-23
2. In 2021-22, up to twelve (12) Residents may be hired as teachers (Year 1); up to six (6) Trellis Teacher Scholars will continue in their second year of teaching (Year 2), as probationary teachers; and up to nine (9) Trellis Teacher Scholars will continue in their third, fourth and fifth years of teaching. In 2022-23, up to twelve (12) Residents may be hired as temporary teachers (Year 1), with Year 2-5 teachers continuing in their positions where possible.
3. All Teacher Scholars and Residents will be matched with a Trellis Mentor Fellow to the best of the Parties' abilities.
4. The Teacher Scholar/Resident and Trellis Mentor Fellow will use Trellis tools in sync with/in addition to District tools (as appropriate and meaningful) to promote and track the growth of the Teacher Scholar/Resident enacting core STEM teaching practices and exceeding all State and District expectations for professional growth.

## C. GENERAL ROLES & RESPONSIBILITIES OF EACH PARTY

1. **The Trellis Teacher Scholars/Residents** will:
  - a. Teach in a mathematics or science classroom at a public school in the District with greater than 50% FRPL student population;
  - b. Engage in mentoring and development for enacting content-agnostic and STEM-specific practices with their Mentor Fellow(s);
  - c. Use Trellis tools in sync with/in addition to District tools (as appropriate and meaningful) to promote and track the growth of enacting core STEM teaching practices;
  - d. Participate actively in their Trellis cohorts and in the larger Trellis Teacher Scholar community.
2. **OUSD Mentor Fellows** will effectively support early-career (pre-service through Year 4) teachers by:
  - a. Teaching or have teaching experience in District mathematics or science classrooms;
  - b. Engaging in full co-teaching with mentees (student teachers) that includes weekly co-planning, co-teaching, observation and debriefing of teaching practice (pre-service mentoring only);
  - c. Co-creating multi-year Individualized Learning Plans with mentees working to clear their credentials and facilitate, monitor and document their progress (early in-service mentoring only);
  - d. Using Trellis tools in support of District tools (as appropriate and meaningful) to support and track the growth of their mentees enacting core STEM teaching practices and exceeding all State and District expectations for professional growth;
  - e. Participating actively in the Trellis Mentor Fellow community in order to develop mentoring expertise and to continue to employ best practices in STEM teacher mentoring.

3. **The Oakland Unified School District** will:
  - a. Compensate the Mentor teacher directly the standard district stipend of \$1500 for an induction mentor. Trellis pays Mentor Fellows above the stipend amount (at least an additional \$1500);
  - b. Utilizing the Genentech grant for 2021-22, compensate Trellis \$6000 for mentor stipends for teachers in their third, fourth or fifth year of teaching;
  - c. Utilizing the Genentech grant for 2021-22, compensate Trellis \$14,000 for mentor training;
  - d. Allow the Mentor Fellows full access to the Teacher Scholars' classrooms;
  - e. With Trellis Education, co-create project goals, outcome measures, and metrics reflecting effectiveness of the program, and evaluate progress on a regular basis;
  - f. With Trellis Education, by March 2022, determine the success of the project and, if appropriate, develop a new MOU for 2022-23, describing the nature of mentoring work, teacher projections, release periods, and how the Parties will share in the costs over time;
  - g. With support from the CTC residency grant, also provide:
    - i. \$2000 toward a \$4000 stipend for each pre-service Mentor Fellow (plus fringe rate for the full stipend amount);
    - ii. \$580/pre-service Mentor to compensate Trellis for training and support;
    - iii. \$15,000 toward a stipend for each pre-service candidate/Teacher Scholar/Resident (plus fringe rate);
  - h. With Trellis, consistently share and reflect upon best practices for teacher, and mentor development and learn from and iterate with each other, for the purposes of developing a long-term sustainability plan that serves to strengthen STEM teacher and mentor recruitment, development, and retention in OUSD.
4. **Trellis Education** will:
  - a. Contribute \$2000 toward a \$4000 stipend for each pre-service Mentor Fellow;
  - b. Coordinate and facilitate the work of the OUSD Mentor Fellows as separate from and part of the East Bay Trellis Mentor Fellow and all Trellis Mentor Fellow communities, including scheduling, designing, and facilitating 2021-22 professional learning events and working meetings;
  - c. Provide personalized tools for the Teacher Scholars/Residents and their Mentor Fellows to gather data about their teaching practice and how it is improving over time;
  - d. Cover one hundred percent (100%) of the cost to train, support and compensate the Mentor Fellows above the stipends and costs paid by OUSD;
  - e. Ensure the Mentor Fellows participate actively in a professional learning community of STEM teacher mentors across local school districts;
  - f. Provide tools and opportunities for OUSD Mentor Fellows to assess the effectiveness of their mentoring practice and push their mentoring and teaching practice forward;
  - g. Support opportunities to collaborate with and learn from teacher educators and faculty from partner universities and residencies (e.g. co-teaching a university-based methods course);
  - h. With the District, co-create project goals, outcome measures, and metrics reflecting effectiveness of the project, and evaluate progress on a regular basis;

- i. Consistently summarize each individual Teacher Scholar’s data concerning teacher growth and the comparison data concerning system-wide teacher growth;
  - j. With OUSD, consistently share and reflect upon best practices for teacher and mentor development and learn from and iterate with each other, for the purposes of developing a long-term sustainability plan that serves to strengthen STEM teacher and mentor recruitment, development, and retention in OUSD.
5. **University Partners** will:
- a. Prioritize the placement of math and science pre-service teachers in the schools and classrooms of OUSD Mentor Fellows;
  - b. Support OUSD Mentor Fellows to receive and ultimately facilitate training in content-agnostic and STEM-specific mentoring training;
  - c. Bring methods coursework into schools (as appropriate) to ensure university faculty and credential experiences, assignments, and assessments are more connected to clinical work;
  - d. Provide opportunities for OUSD Mentor Fellows to collaborate with and learn from teacher educators and faculty from partner universities and residencies (e.g. co-teaching a university-based methods course) and to develop their leadership skills in teacher education and professional development.

## II. INTELLECTUAL PROPERTY

- A. Conditioned on and subject to the terms of this Agreement, Trellis hereby grants the District a non-exclusive, non-sublicensable, non-transferable license from Trellis Education to use, on an internal basis only, all associated materials for learning, enacting, and tracking the effectiveness of mentoring work created by Trellis. The materials are provided to the District and participating OUSD Mentor Fellows and Teacher Scholars, under this Agreement (“Trellis Mentoring Materials”), to support the induction of new mathematics and science teachers into teaching and to track their growth. No Parties may create derivatives of the Trellis Mentoring Materials, or provide or disclose the Trellis Mentoring Materials to any third party. Trellis, the District, and OUSD Mentor Fellows may, however, modify the Trellis Mentoring Materials to align with existing materials used for mentoring work as they see relevant, with written permission and participation from Trellis.
- B. As among all Parties, Trellis and the District shall co-own any content created by or on behalf of the District and OUSD Mentor Fellows using the Trellis Mentoring Materials. Trellis hereby grants the District a non-exclusive, transferable, sub-licensable, perpetual license to use all such content on or in association with mentoring work described in this Agreement.
- C. Subject to the rights granted to the District and OUSD Mentor Fellows in this Section, the District acknowledges that as between the District and Trellis, Trellis shall have and retain all right, title, and interest in and to all content and materials relating to the Trellis Mentoring Materials or otherwise provided or made available by Trellis pursuant to this Agreement (including without limitation the Trellis Mentoring Materials, but excluding any content modified or co-created by or on behalf of the District), and all improvements, modifications, or other derivatives of Trellis Mentoring Materials, and all associated copyrights, trademark rights, trade secret rights, patent rights, design rights, moral rights, database rights, and other intellectual property or proprietary rights of any nature. To the extent the District provides any feedback or

suggestions on, or makes any improvements, modifications, or derivatives to, any Trellis Mentoring Materials (collectively, such feedback, suggestions, improvements, modifications, and derivatives are “Feedback”), the District hereby grants Trellis a non-exclusive, transferable, sub-licensable, perpetual license to use and otherwise exploit such Feedback in connection with the Trellis Mentoring Materials used outside the District and across the organization.

### **III. TERM OF AGREEMENT**

The term of this Agreement will be for one (1) year, from July 1, 2021 through June 30, 2022, unless terminated earlier pursuant to the conditions outlined in Section XI (Termination). This MOU is effective upon full execution by the parties and approval by the OUSD Board of Education. This MOU may be renewed by written agreement of the Parties executed by the duly authorized representatives thereof and upon approval by the OUSD Board of Education.

### **IV. REPORTING AND EVALUATION**

Representatives from all Parties agree to meet at least three times during the term of the Project, including once in summer 2021, to co-create goals and outcome measures for the Project work and to articulate specific metrics for determining the Project’s effectiveness. Trellis will take responsibility for tracking the Project’s progress toward these goals by gathering and summarizing data related to the articulated outcome measures. In early 2022, all Parties will use data to collaboratively determine the likelihood the Project is on track to meet the articulated goals and to determine if the work should continue.

### **V. INDEMNIFICATION**

A. Acknowledgment of Insurance Status: This Agreement acknowledges that the District is permissibly self-insured for all required coverages. In the case that Trellis is self-insured for all required coverages, Trellis will provide a legally authorized document so stating, or it will provide a Certificate of Insurance, issued by the Insurer—in either provision naming and endorsing the District as an Additional Insured—attached to this Agreement. The District and Trellis each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder. Upon request, each party will provide the other with evidence of such insurance.

Such insurance will include but not be limited to the following:

1. Commercial General Liability in the amount of one million per occurrence (\$1,000,000) and two million aggregate (\$2,000,000);
2. Professional Liability, and Automobile Liability for bodily injury, personal injury and property damage;
3. Workers’ Compensation coverage to statutory limits; and
4. Employers Liability coverage.

B. Each Party agrees to indemnify and hold harmless the other Parties and their respective Boards, officers, employees and agents, from and against any and all claims, demands, damages, loss, and other liability, including but not limited to damage to or destruction of property, injuries to or death of persons, violation of intellectual property rights, and reasonable attorney fees and costs (collectively “Claims”), resulting from or arising out



of its negligent or intentional act or omission of that respective Party's Board, officers, employees and agents in connection with the terms and conditions of this Agreement but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its Board, officers, employees and agents.

- C. A Party shall have no obligation, however, to indemnify or hold harmless another Party from such a claim, demand, damage, loss, or other liability if it is determined by a court of competent jurisdiction that such was caused by the sole negligence or willful misconduct of that other Party.
- D. In the event of concurrent negligence of more than one Party, its Board, officers, employees and agents, the liability for any and all Claims shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified and as determined by a court of competent jurisdiction. Nothing in this Agreement shall constitute a waiver or limitation of any rights that a Party may have under applicable law in the event of concurrent negligence of persons or entities other than the Parties.
- E. The Parties agree to cooperate with each other in the investigation and disposition of third-party liability claims arising out of any services provided under this Agreement. It is the intention of the Parties to reasonably cooperate in the disposition of all such claims. Such cooperation may include joint investigation, defense and disposition of claims of third parties arising from the services performed under this Agreement. The Parties agree to promptly give written notice to one another whenever an incident report, claim, process, or complaint is filed or received, together with a copy of any such claim, process or other legal pleading, and to give such written notice when an investigation is initiated concerning any service performed under this Agreement.
- F. The provisions of this Section shall survive the termination of this Agreement.

## **VI. GENERAL CONSIDERATIONS**

- A. Guidelines of Centers for Disease Control and Prevention: The District and Trellis, as education entities, will remain informed concerning the hazards known to be associated with the novel coronavirus referred to as COVID-19, or concerning any public-health or public-safety emergency situation.

The District and Trellis will remain informed, concerning guidelines of the Centers for Disease Control and Prevention (CDC) along with applicable federal, state, and local governmental directives and orders, regarding COVID-19 or other such situations, including but not limited to guidelines, directives and orders related to sheltering-in-place, physical distancing, site maintenance for matters of hygiene, and personal hygiene (e.g. washing of hands, wearing of face coverings) of employees and program participants.

The District and Trellis, to the best of the knowledge and belief attributed to each entity, will remain in compliance with CDC guidelines and applicable governmental directives and orders. The District and Trellis will act in accordance with, and will direct all agents, representatives, and employees to act in accordance with any federal, state, or local shelter-in-place (SIP) directives or orders in effect during the term of this Agreement. Nothing in this Agreement will be construed as to require any Trellis or District agent, representative, or employee to violate any such guideline, directive or

order. If CDC guidelines or applicable Trellis, each of its own accord, will implement actions to comply with the modified, updated, or changed guidelines, directives and orders.

If, at any time, directors or managers of divisions or departments, or other officers of the entity as a whole, in either the District or Trellis, become aware that the District or Trellis is not in compliance with any CDC guidelines or applicable governmental directives or orders, they will notify their counterparts in the District or Trellis, as the case may be.

- B. Shelter-In-Place/Remote Participation: As noted above, without exception, concerning District and Trellis response to governmental guidelines, directives and orders, the District and the University acknowledge that directives and orders for sheltering-in-place will affect their operations as provided under this Agreement. In the event that University or District campuses, schools, or other education or administrative sites are closed in full or in part due to a public-health or public-safety emergency situation (including but not limited to the COVID-19 pandemic), all obligations or operations set forth in this Agreement may be fulfilled or may occur remotely and/or virtually to the extent possible.
- C. Relationship of Parties: Nothing in this Agreement is intended nor will be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship, except as specified in the provisions, between the University and Trellis.
- D. Publicity: Neither the University nor Trellis will cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
- E. Reporting Obligations: Trellis and the District acknowledge that when a Trellis employee or agent, District employee or agent, or District student shares that she or he has experienced sexual harassment, sexual or interpersonal misconduct, the Parties have responsibilities they must fulfill in order to comply, as the case may be, with Title IX, the Violence Against Women Act, the Clery Act, and other relevant federal, state, or local laws. The Parties agree to the following procedures through which Trellis or the District, as applicable, will transmit reports of sexual or interpersonal misconduct it receives from a Trellis employee or agent, District employee or agent, or District student to the other Party.

The Principal Party receiving notice of such a violation of law will transmit immediately, or as soon as possible under practical circumstances, to the other Party all reports of sexual or interpersonal misconduct received by an employee or agent of the District or employee or agent of Trellis, as the case may be, alleging that an employee or agent of Trellis, or an employee or agent of the District, or student of the District experienced sexual harassment, sexual or interpersonal misconduct—regardless of whether or not the Trellis employee or agent or the District employee or District student was connected to the Party in said capacity at the time the alleged sexual harassment, sexual or interpersonal misconduct was reported or occurred. The District or Trellis, as the case may be, will report such information to the other Party, or, if after regular business hours, Monday-Friday, 8:00 AM-5:00 PM, to the California Department of Public Safety, 310-338-2893.

Reports will include:

- i. Name, telephone number, e-mail address, and residence address of the University student who is reported to have experienced sexual or interpersonal misconduct.
- ii. Name and contact information, if known, of the individual who allegedly engaged in the sexual or interpersonal misconduct, as reported, if known.
- iii. Description of the incident of sexual or interpersonal misconduct, as alleged, including location, date and time, if known.

- F. Records: It is understood and agreed that all District employment records will remain the property of the District; and all Trellis employment records, will remain the property of Trellis. The Parties agree to comply with the requirements of FERPA and its implementing regulations and to protect the privacy of records concerning employees of Trellis and the District, respectively, and students of the District. With regard to this provision, if Trellis receives from the District or contributes to any employment or student records containing personally identifiable information of District employees or students pursuant to this Agreement, or if the District receives information in the same regard of a Trellis employee, Trellis or the District, respectively, may transmit, share or disclose such records, only with the written consent of the employee or student of the other Party who is affected, or to other official agents of the other Party who have a legitimate interest in those records, regarding this Agreement. In addition, either Party may use such personally identifiable information only for purposes of performance of this Agreement. Any disclosure of employee or student records to parties other than the Principal Parties, and only for purposes of implementing this Agreement, will require the written consent of any affected employee or student. Disclosures regarding the employment or employee-performance records of any employee of either Party, or of a District student, in his or her capacity as an employee or student of that Party will require the written consent of the employee or student who is in service or enrollment as an employee or student of that Party.
- G. Entire Agreement and Severability: This Agreement contains the entire agreement between the District and Trellis, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement will be valid unless provided in writing and signed by authorized representatives of both parties, as described in *III, Term of Agreement*. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected.
- H. Legal Fees and Costs: In the matter of disputes and resolutions, the prevailing Party is entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorneys' fees and costs incurred.
- I. Cooperation in Disposition of Claims: District and Trellis agree to cooperate in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of this Agreement. The Parties shall notify one another as soon as possible of any adverse event that may result in liability to the other Party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, and making witnesses available.

- J. Force Majeure: Obligations of either party under this Agreement will be excused if and to the extent that any delay or failure to perform such obligations is due to fire or other casualty, product or material shortages, strikes or labor disputes, transportation delays, changes in business conditions (other than insignificant changes), acts of God, or other causes beyond the reasonable control of such party (each a *Force Majeure Event*). Notwithstanding the Force Majeure Event, each party shall make a good faith effort to resume performance as soon as the excusable delay is mitigated

## **VII. GOVERNING LAW**

This MOU shall be governed by and construed in accordance with the laws of the State of California, with venue to be had in the Superior Court of Alameda County, for any lawsuits or disputes between the parties arising from or incident to this MOU.

## **VIII. CONTRACTORS**

The use by Trellis of any other contractors to contribute to or advise regarding the Project is subject to prior written approval of the District, which approval shall not be unreasonably withheld. In the event OUSD objects to a proposed contractor, OUSD will communicate its concerns to Trellis in a timely manner, and the Parties will discuss in good faith the contractor selection in light of their respective goals and the financial limitations of the Project.

## **IX. ASSIGNMENT**

It is understood and agreed that the collaboration undertaken herein is personal in character and neither this MOU, nor any duties or obligations hereunder, shall be assigned or delegated by any of the Parties without the prior written consent of the other Parties.

## **X. NON-DISCRIMINATION**

The Parties agree that they shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender, AIDS/ARC/HIV status, or disability, in their performance under this MOU.

## **XI. TERMINATION**

- A. Either Principal Party may terminate this MOU with thirty (30) days prior written notice. Alternatively, this MOU may be terminated by either Principal Party if there is a failure to comply with the terms and conditions outlined in this MOU, after the Party issues to the other Principal Party a written notice of such failure and provides a fifteen (15) day right to cure.
- B. In the event either Principal Party terminates this MOU and a OUSD Mentor Fellow or other payee has been paid for mentoring work by Trellis, the stipend is not required to be repaid to Trellis by the payee.
- C. In the event either Principal Party terminates this MOU and a OUSD Mentor Fellow or other payee is owed payment for prior mentoring work, Trellis will ensure the OUSD Mentor Fellow is paid within thirty (30) days of completion of the contracted work.
- D. In the event either Principal Party terminates this MOU and a OUSD Mentor Fellow or other payee is owed payment for forthcoming/contracted mentoring work, it will be at the discretion of the Parties to continue a contractual arrangement for work and a new agreement will be drafted.

## **XII. NOTICES TO PARTIES**

All notices to be given by the Parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows. Electronic mail and telephone contact, given that e-mail or voicemail messages are acknowledged as received, are considered acceptable for ordinary communications concerning the daily execution of the terms of this agreement.

TO TRELLIS: Megan W. Taylor  
Chief Executive Officer  
Trellis Education  
692 3rd Avenue  
San Francisco, CA 94118  
Telephone: 415.999.5827  
E-mail: [megan@trelliseducation.org](mailto:megan@trelliseducation.org)

TO OUSD: Tara Gard, Deputy Chief, Talent Division  
Oakland Unified School District  
1000 Broadway, Suite 150  
Oakland, CA 94607-4033  
Telephone: 510.879-0202  
E-mail: [tara.gard@ousd.org](mailto:tara.gard@ousd.org)

Sarah Glasband, Director  
Talent Development  
Mobile Telephone: 510.517.7414  
E-mail: [sarah.glasband@ousd.org](mailto:sarah.glasband@ousd.org)

William L. Winston, Education Consulting LLC  
Talent Division / Talent Development  
Mobile Telephone: 510.406.5668  
E-mail: [william.winston@ousd.org](mailto:william.winston@ousd.org) / [wwinston@pacbell.net](mailto:wwinston@pacbell.net)

**EXECUTION of AGREEMENT**

**OAKLAND UNIFIED SCHOOL DISTRICT  
and  
TRELLIS EDUCATION**

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**OUSD STEM TEACHER PATHWAY and MENTOR FELLOW PROJECT 2021-22**

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This Memorandum of Understanding (MOU or Agreement) for the OUSD STEM Teacher Pathway and Mentor Fellow Project 2021-22 (Project) is entered into by and between the OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and TRELLIS EDUCATION (Trellis), a nonprofit 501(c)(3) technical education assistance organization, headquartered in San Francisco, California. This Memorandum describes and confirms the expectations, prerogatives, and responsibilities of Trellis Education and the Oakland Unified School District (collectively, the Principal Parties) related to the Project to be developed and implemented by the Parties.

Term of Agreement—Amendment, Renewal, Termination: The term of this Agreement will be for one (1) year, from July 1, 2021 through June 30, 2022, unless terminated earlier pursuant to the conditions outlined in Section XI (Termination). This MOU is effective upon full execution by the parties and approval by the OUSD Board of Education. This MOU may be renewed by written agreement of the Parties executed by the duly authorized representatives thereof and upon approval by the OUSD Board of Education.

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**Trellis Education**



Dr. Megan W. Taylor  
CEO and Founder

6/10/2021

Date

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**Oakland Unified School District**



Shanthi Gonzales, President  
Board of Education

12/2/2021

Date



Kyla Johnson-Trammell, Superintendent  
Secretary, Board of Education

12/2/2021

Date



Joanna Powell  
Staff Attorney, OUSD

6/11/2021

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/28/2021

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 License # 0L53977 <b>Prevot &amp; Associates Insurance</b> 12280 Saratoga Sunnyvale Road Suite 216 Saratoga, CA 95070	CONTACT NAME: <b>Melissa Lopez</b>	
	PHONE (A/C, No, Ext): <b>(408) 872-1322 109</b>	FAX (A/C, No):
	E-MAIL ADDRESS: <b>mlopez@prevotassociates.com</b>	
INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : <b>Nonprofits Insurance Alliance of California</b>	
	INSURER B : <b>TRAVELERS</b>	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**INSURED**  
  
TRELLIS dba Trellis Education  
692 - 3rd Avenue  
San Francisco, CA 94118

**COVERAGES**    **CERTIFICATE NUMBER:**    **REVISION NUMBER:**

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	X		2018-52032	6/7/2018	6/7/2019	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	<input checked="" type="checkbox"/> <b>Liquor Liability</b>						MED EXP (Any one person)	\$ 20,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	<b>Directors &amp; Officers</b>			106925676	5/21/2018	5/21/2019		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Oakland Unified School District, their respective officers, employees, & agents is named as additional insured as required by written contract or agreement and allowed by law.

**CERTIFICATE HOLDER**    **CANCELLATION**

Oakland Unified School District Talent Division 1000 Broadway , Suite 150 Oakland, CA 94607	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 <i>Melissa Lopez</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or



2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to

**Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2021-22

### Basic Directions

**Services cannot be provided until the MOU is fully approved and a Purchase Order has been issued.**

1. Contractor and OUSD Administrator reach agreement about scope of work and compensation.
2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List.
4. OUSD contract originator creates the requisition on IFAS.
5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

### Agency Information

Agency Name		Agency's Contact Person	
Street Address		Title	
City		Telephone	
State	Zip Code	Email	
OUSD Vendor Number			
Attachments	<input type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="http://www.sam.gov/portal/public/Sam/">www.sam.gov/portal/public/Sam/</a> )		

### Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date		Date work will end		Total Contract Amount	
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### Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
			5825	\$	
			5825	\$	
			5825	\$	
			5825	\$	

### OUSD Contract Originator Information

Name of OUSD Contact		Email	
Telephone		Fax	
Site/Dept. Name		Enrollment Grades	through

### Approval and Routing (in order of approval steps)

Services cannot be provided before the MOU is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov>)

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			6/18/2021
2. Resource Manager			
3. Network Superintendent / Executive Director			6/18/2021
4. Cabinet (SBO, CFO, CSO, Deputy Chief)			
5. Board of Education or Superintendent	Shanthi Gonzales		12/2/2021
Procurement	Date Received		