

TALENT DIVISION

Employee Retention & Development

Oakland Unified School District
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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

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Memo

To Board of Education
From Kyla Johnson-Trammel, Superintendent
Tara Gard, Deputy Chief, Talent Division

Board Meeting Date _____
(To be completed by Procurement)

SUBJECT: Memorandum of Understanding with Trellis Education for the OUSD STEM Teacher Pathway and Mentor Fellow Project, as specified, for the term July 1, 2019 through June 30, 2021.

ACTION REQUESTED

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and *Trellis Education (Trellis)*, for the STEM Teacher Pathway and Mentor Fellow Project, as specified, for the two (2)-year term July 1, 2019 through June 30, 2021. District funding will be applied from the CTC Residency grant as pass-through funding. Fiscal oversight will be applied per the agreement in the CTC Residency grant award.

SUMMARY

OUSD was awarded a STEM Residency grant from the California Commission on Teacher Credentialing (CTC) in conjunction with UC Berkeley and CSU East Bay. *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 program 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 to 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

The beginning math and science teacher candidates from CSU East Bay and UC Berkeley’s single-subject credential programs will engage in the student teaching component of their program (Residency assignment) with a trained *Trellis* Mentor Fellow who will track 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 focus on up to seven (7) target sites for 2019-20. The number of target sites for the subsequent year of the Agreement 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.

BACKGROUND

In partnership with Trellis, UC Berkeley, CSU East Bay, the District applied for a STEM Residency Grant and was awarded \$20,000 per teacher candidate for up to twelve (12) candidates during the 2019-20 school year. The majority of these funds will be directed to the teacher candidate (\$14,000). Trellis will receive \$1,000 per teacher to provide training and support to the mentor community. The mentor teachers will receive \$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 will 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.

STRATEGIC ALIGNMENT

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.

DISCUSSION

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and *Trellis Education (Trellis)*, for the STEM Teacher Pathway and Mentor Fellow Project, as specified, for the two (2)-year term July 1, 2019 through June 30, 2021. District funding will be applied from the CTC Residency grant as pass-through funding. Fiscal oversight will be applied per the agreement in the CTC Residency grant award.

FISCAL IMPACT

District funding will be applied from the CTC Residency grant as pass-through 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.

RECOMMENDATIONS

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and *Trellis Education (Trellis)*, for the STEM Teacher Pathway and Mentor Fellow Project, as specified, for the two (2)-year term July 1, 2019 through June 30, 2021. District funding will be applied from the CTC Residency grant as pass-through funding. Fiscal oversight will be applied per the agreement in the CTC Residency grant award.

ATTACHMENTS

Memorandum of Understanding
Trellis Insurance Certificate
Contract Justification Form
District Routing Form



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

Legislative File ID No. _____

Department: TALENT DIVISION / EMPLOYEE RETENTION & DEVELOPMENT / NEW TEACHER SUPPORT

Vendor Name: Trellis Education

Contract Term: Start Date: July 1, 2019 End Date: June 30, 2021

Annual Cost: \$ 0.00

Approved by: Tara Gard, Deputy Chief, Talent Division; Sarah Glasband, Manager, Employee Retention & Development

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Trellis approached OUSD concerning the writing of a proposal to the California Commission on Teacher Credentialing (CTC) in order to capture funding for a STEM Residency Project. Trellis had an existing relationship with UC Berkeley and CSU East Bay, universities included as partners in the grant proposal. 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 (the Project) it 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 to 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.

Summarize the services this Vendor will be providing.

Trellis supports the growth of the Trellis Mentor Fellow professional learning community. These mentors are in-service OUSD math and science teachers who have command of deep STEM pedagogical content knowledge, who work collaboratively to develop expertise in long-term, content-agnostic and STEM-specific mentoring practices, and who are developing and implementing mentoring practices and tools that support early career teachers in their development, tracking growth in effective teaching practices. The work of the Trellis Mentor Fellow PLC is based on principles and practices of the New Teacher Center — nationally recognized for its expertise in content-agnostic mentoring, cross-district, regional, and site-specific, STEM-specific teacher mentoring workshops, and learning opportunities facilitated by Trellis teacher educators. Trellis supports the beginning "Teacher Scholars" for six years — from pre-service through master's degree programs and National Board Certification, ensuring development of teaching their practices and retention in classroom positions. Trellis Teacher Scholars eventually advance to become Mentors in the community.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

Trellis Education co-wrote the CTC Residency grant with OUSD staff in the TALENT DIVISION / EMPLOYEE RETENTION & DEVELOPMENT, and was named in the grant. All funds for this project will be pass-through from the CTC grant. Trellis Education is also matching funds commensurate with the grant funding.

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 \$86,000 (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
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 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**

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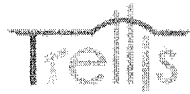
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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students



MEMORANDUM of UNDERSTANDING

OUSD STEM TEACHER PATHWAY and MENTOR FELLOW PROJECT 2019-21

OAKLAND UNIFIED SCHOOL DISTRICT and TRELIS EDUCATION

This Memorandum of Understanding (MOU or Agreement) for the OUSD STEM Teacher Pathway and Mentor Fellow Project 2019-21 (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 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 in OUSD a community of highly-skilled, secondary STEM teacher mentors that will effect 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 significant, research-based claims:

- i. All secondary STEM teachers should have trained, skilled mentors¹ in their pre-service, first, second, third, and fourth years in the classroom;
- ii. 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;

¹ “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 support student learning.

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

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

- i. Will be current middle or high school STEM teachers or have secondary STEM teaching experience in the District;
- ii. Will take responsibility for the long-term mentoring of pre-service teachers in and emerging from the UCB and CSU East Bay single-subject programs in mathematics and science, who are placed and/or hired in OUSD during the project period;
- iii. May currently be mentoring or facilitating mentoring for pre-service or early in-service math and science teachers in District schools;
- iv. 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;
- v. 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:

1. PROGRAM COMPONENTS — ROLES AND RESPONSIBILITIES

A. Overview of the Project

All Parties will support up to twelve (12) beginning math and science teacher candidates from CSU East Bay and/or UC Berkeley's single subject credential programs to enter the OUSD Trellis Residency Program in 2019-21 as outlined in the CTC Residency Grant Proposal. Each Teacher Scholar will be supported by a trained Trellis Mentor Fellow who will track the Teacher Scholar's growth enacting core STEM teaching practices. The shared goals of the pilot are to ensure that the Teacher Scholar (TS) becomes more effective at facilitating student learning over time, that the TS remains teaching in the District, and that the TS remains in the teaching profession. The parties will also support a mentor training and support program for the mentors of math and science teacher candidates and graduates during their six (6) years supported by Trellis and OUSD. The work will focus on up to seven (7) target sites for 2019-21, the number of sites to be determined for the subsequent year. The Project will target the recruitment and on-boarding of up to nine (9) 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 UCB credential-program administrators and supervisors, Trellis will review applications and select new Trellis Teacher Scholars (pre-service teachers) to be placed in OUSD Mentor Fellows' classrooms. OUSD Mentor Fellows will

begin to create in OUSD a long-term mentoring vision in that supports new teachers in their joining the teaching profession, in building commitment and exercising firm choice to teach in OUSD, in becoming more effective and resilient in the practice of teaching, and in becoming dedicated to the District.

B. Program Components

- i. Up to twelve (12) Trellis Teacher Scholars will be placed as Residents (student teachers) in classrooms with OUSD teachers serving as Mentor Fellows.
- ii. Up to three (3) Trellis Teacher Scholars may be hired in 2019-20 (Year 1) as temporary teachers, up to two (2) Trellis Teacher Scholars (Alyssa Kehlenbach; Annie Lu) will continue in their second year of teaching (Year 2) as probationary teachers, and up to one (1) Trellis Teacher Scholar (Sierra Flynn) will continue in her third year of teaching. Numbers of additional Teacher Scholars shall be determined for the subsequent year.
- iii. The Teacher Scholar(s) (Years 1 and 2) will be permitted the opportunity to teach a 0.8 course-load but will be compensated at 1.0 FTE.
- iv. All Teacher Scholars will be matched with a Trellis Mentor Fellow to the best of the abilities of the Parties.
- v. Each Teacher Scholar and Trellis Mentor Fellow will use Trellis tools in synchronization with/in addition to District tools, as determined appropriate and meaningful by the Parties, to promote and track the growth of the Teacher Scholar enacting core STEM teaching practices and exceeding all state and District expectations for professional growth.

C. General Roles & Responsibilities of the Parties

- i. **Each Trellis Teacher Scholar(s)** 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 determined appropriate and meaningful by the Parties, to promote and track the growth of enacting core STEM teaching practices;
 - d. Participate actively in the Trellis Teacher Scholar cohort and in the larger Trellis Teacher Scholar community.
- ii. **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), including weekly co-planning, co-teaching, observation and debriefing of teaching practices (Pre-service mentoring only);
 - c. Co-creating multi-year Individualized Learning Plans with mentee(s) 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 determined appropriate and meaningful by the Parties, 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.
- iii. **The Oakland Unified School District** will:
- a. Provide the structural ability for the Teacher Scholar to teach up to a 0.8 FTE course load, without any additional non-teaching responsibilities, while being paid for 1.0 FTE with full salary and benefits;
 - b. Cover any indirect financial costs to support the release time, such as the need to hire additional part-time staff;
 - c. Compensate Trellis (or the Mentor teacher directly) in accordance with the standard District stipend of \$1,500 for an induction mentor, while Trellis will compensate Mentor Fellows above the stipend amount;
 - d. Allow the Mentor Fellow full access to the Teacher Scholar's classroom;
 - e. Support the Residency Coordinator to play a leadership role in Trellis Mentor Fellow community activities and coordinate closely with University partners and Trellis leadership;
 - f. With Trellis Education, co-create project goals, outcome measurement protocols, and other tools for metrics aimed at reflecting the effectiveness of the pilot, and evaluate progress on a regular basis;
 - g. With Trellis Education, by March 2020, determine the success of the Project and, if appropriate, develop a new MOU for 2020-21 describing the nature of mentoring work, teacher projections, release periods, and how the Parties will share in the costs over time;
 - h. With support from the CTC residency grant, also provide:
 - \$3,000 toward a stipend for each pre-service Mentor Fellow;
 - \$1,000 / pre-service Mentor to compensate Trellis for training and support;
 - Four (4) substitute-teacher days for each pre-service Mentor;
 - \$14,000 toward a stipend for each pre-service candidate / Teacher Scholar / Resident;
 - \$300 for each pre-service candidate / Teacher Scholar / Resident to support TPA fees.
- iv. **Trellis Education** will:
- a. Support the OUSD Residency Coordinator in facilitating the work of the OUSD Mentor Fellows as both separate from and part of the East Bay Trellis Mentor Fellow and all-Trellis Mentor Fellow communities, including support for scheduling, designing, and facilitating 2019-21 professional learning events and working meetings;
 - b. Provide \$15,000 of the cost in Year 1 and \$5,000 in Year 2 to fund any school that provides the Teacher Scholar an extra release time, and to ensure that the Teacher Scholar is paid for 1.0 FTE with full salary and benefits;
 - c. Provide personalized tools for each Teacher Scholar — and the Mentor Fellow — to gather data about his or her teaching practice and how it improves over time;
 - d. Cover one hundred percent (100%) of the cost to train, support and

- compensate the Mentor Fellow(s) above the amount of the stipends and the costs paid by OUSD and the CTC residency grant;
- e. Ensure that the Mentor Fellow participates 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 practices and push their mentoring and teaching practices 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 measurement protocols, and other tools for metrics aimed at reflecting the effectiveness of the pilot, and evaluate progress on a regular basis;
 - i. Consistently summarize data regarding individual Teacher Scholars and in comparison the system-wide data about teacher growth;
 - j. With OUSD, by March 2020, determine the success of the Project and, if appropriate, develop a new MOU for 2020-21 describing the nature of mentoring work, teacher projections, release periods, and how the Parties will share in the costs over time.
- v. **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 determined appropriate and meaningful by the Parties, 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.

See *Appendix A* for possible partnership trajectories and roles and responsibilities for each party over time.

2. TERM OF AGREEMENT

The term of this Agreement (MOU) shall be two (2) years, from July 1, 2019 through June 30, 2021, effective upon execution by the authorized representatives of both parties and approval by the District Board of Education. This Agreement shall be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement shall continue in force, provided that either party may terminate this Agreement, with or without cause, pursuant to the

conditions outlined in Section 10 (Termination), at any time, upon thirty (30) days prior written notice to the other party.

3. INTELLECTUAL PROPERTY

- A. Conditioned on and subject to the terms of this Agreement, Trellis hereby grants the District a non-exclusive, non-sub-licensable, 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 (the 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, ethical 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.

4. REPORTING AND EVALUATION

Representatives from all Parties agree to meet at least three times across the term of the Project, including once in summer 2019, 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 2020, 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.

5. INDEMNIFICATION

Acknowledgment of Insurance Status: This Agreement acknowledges that the District is permissibly self-insured for all required coverages. In the case that the University is self-insured for all required coverages, the University will provide a legally authorized document so stating, or it will provide a Certificate of Insurance, issued by the Insurer, naming the District as an Additional Insured, attached to this Agreement. The District and University each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder. Such insurance shall include but not be limited to the following:

- i. Commercial General Liability, Professional Liability, and Automobile Liability for bodily injury, personal injury and property damage;
 - ii. Workers' Compensation coverage with statutory limits; and
 - iii. Employers Liability coverage.
- A. Each Party agrees to defend, 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.
- B. 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.
- C. 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.
- D. 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.

E. The provisions of this Section shall survive the termination of this Agreement.

6. 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.

7. CONTRACTORS

The Parties acknowledge and agree that the New Teacher Center may provide services to the Project as contractors of Trellis. The use by Trellis of any other contractors to contribute to or advise regarding the Project is subject to the District's prior written approval, which shall not be unreasonably withheld. In the event the District objects to a proposed contractor, the District will timely communicate its concerns to Trellis, and the Parties will discuss in good faith the contractor selection in light of their respective goals and the financial limitations of the Project.

8. 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.

9. 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.

10. TERMINATION

- A. Any Party may terminate this MOU with thirty (30) days prior written notice. Alternatively, this MOU may be terminated by any Party if there is a failure to comply with the terms and conditions outlined in this MOU, after the Party issues to the other Parties a written notice of such failure and provides a fifteen (15)-day right to cure.
- B. In the event any Party terminates this MOU and a District Mentor Fellow or other payee has been paid for mentoring work by Trellis, the stipend is not required to be re-paid to Trellis by the payee.
- C. In the event any Party terminates this MOU and a District Mentor Fellow or other payee is owed payment for prior mentoring work, Trellis will ensure the District Mentor Fellow is paid within thirty (30) days of completion of the contracted work.

D. In the event any Party terminates this MOU and a District Mentor Fellow or other payee is owed payment for forthcoming/contracted mentoring work, it will be at the discretion of all Parties to continue a contractual arrangement for work and a new agreement will be drafted.

11. NOTICES TO PARTIES

All notices to be given by the Parties to Parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

TRELLIS EDUCATION:

Karin Little
Chief Strategy Officer
Trellis Education
karin@trelliseducation.org
415.235.4515

Megan W. Taylor
Chief Executive Officer
Trellis Education
692 3rd Avenue
San Francisco, CA 94118

OAKLAND UNIFIED SCHOOL DISTRICT:

Tara Gard, Deputy Chief, Talent Division
Oakland Unified School District
1000 Broadway, Suite 295
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Telephone: 510.879.0202
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Sara Glasband, Manager
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William Winston, Management and Operations Consultant
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EXECUTION of AGREEMENT

OUSD STEM TEACHER PATHWAY and MENTOR FELLOW PROJECT 2019-21

**Oakland Unified School District
and
Trellis Education**

This Memorandum of Understanding (MOU or Agreement) for the OUSD STEM Teacher Pathway and Mentor Fellow Project 2019-21 (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 Parties) related to the Project to be developed and implemented by the Parties.

Term of Agreement—Amendment, Renewal, Termination: The term of this Agreement (MOU) shall be two (2) years, from July 1, 2019 through June 30, 2021, effective upon execution by the authorized representatives of both parties and approval by the District Board of Education. This Agreement shall be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement shall continue in force, provided that either party may terminate this Agreement, with or without cause, pursuant to the conditions outlined in Section 10 (Termination), at any time, upon thirty (30) days prior written notice to the other party.

Trellis Education




Dr. Megan W. Taylor
CEO and Founder

Date

5/20/19

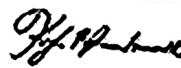
Oakland Unified School District



Aimee Eng, President
Board of Education

Date


8/29/19



Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education

Date

8/29/19



Marion McWilliams
General Counsel

INTERIM

MICHAEL L. SMITH

Date

6/13/19

**Appendix A: Possible Trajectory of Partner Commitments
2019-20**

	Mentor Fellows	School District	University Partners	Trellis Education
The Mentoring Community	<ul style="list-style-type: none"> Participate in initial and ongoing mentor training, education, and community events. 	<ul style="list-style-type: none"> Identify clusters of math and science teachers, at potential partner sites, to invite to apply to join the Trellis Mentor Fellow community. Co-ordinate new and existing mentoring efforts (school and district based). Support Mentor Fellows participating in mentoring-related professional learning opportunities. Cover X% of cost to train and support all mentors in mentoring community including a Regional or District Lead. Optional: Share cost for Mentor Fellows (who aren't already certified) to begin National Board Certification and receive support. 	<ul style="list-style-type: none"> Identify clusters of math and science teachers, at potential partner sites, to invite to apply to join the Trellis Mentor Fellow community. Co-design and co-facilitate content-agnostic and STEM-specific mentor training with Trellis that meets or exceeds CTC requirements. Seek out and pursue funding opportunities to support this pathway for math and science teachers. 	<ul style="list-style-type: none"> Co-ordinate new and existing mentoring efforts. Facilitate district Mentor Fellows joining and participating in cross-district Mentor Fellow community. Co-facilitate and/or support facilitation of in-district Mentor Fellow community work. Support existing Mentor Fellows mentoring new Mentor Fellows, including using data to improve mentoring work. Cover x% of cost to train and support all mentors in mentoring community including a Regional Lead. With teacher preparation partner, seek out and pursue funding opportunities to support the pathway for math and science teachers.
Pre-Service Teacher Mentoring (i.e. Mentor Fellows as Cooperating Teachers)	<ul style="list-style-type: none"> Mentor all Year 1 Trellis Teacher Scholars in district as cooperating teachers. 	<ul style="list-style-type: none"> Provide at least two sub-days for Mentor Fellows to participate in collaborative learning events and trainings. \$2000 stipend for all pre-service teacher mentors. 	<ul style="list-style-type: none"> \$1000 stipend for all pre-service teacher mentors Pilot partially site-based methods courses. Advertise and promote the Trellis Teacher Scholar program. Place all Trellis Teacher Scholars with Mentor Fellows, at partner sites. As able/appropriate, work with Trellis and Mentor Fellows to pilot site-based Curriculum & Instruction course activities. 	<ul style="list-style-type: none"> Provide content-agnostic and STEM-specific training and ongoing support. Place [1] Year 0 Trellis Teacher Scholars in Mentor Fellow classrooms. Share cost to ensure all Mentor Fellows receive at least a \$5000 stipend for mentoring work. Support teacher preparation program(s) implementing site-based methods courses. Share cost to ensure all Teacher Candidates (Teacher Scholar Year 0) receive at least a \$4,000 stipend.

<p>Induction Teacher Mentoring (i.e. Mentor Fellows as Mentors for 1st and 2nd Year Teachers)</p>	<p>Mentor all Year 1 and 2 Trellis Teacher Scholars in District as induction mentors.</p>	<ul style="list-style-type: none"> • Provide the standard district induction stipend for Trellis Mentors providing induction support. • Provide the structure for each 1st and 2nd year Teacher Scholar to have an extra release period (paid 1.0 FTE but teaching 0.8 FTE); dependent on school principal approval. • Fund the difference between the subsidy and the cost of 0.2. 	<p>NA</p>	<ul style="list-style-type: none"> • Provide 2 Mentor Fellows content-agnostic and STEM-specific training for induction mentoring and certification to clear credentials. • Share cost to ensure all Mentor Fellows receive at least a \$5000 stipend for mentoring work. • Provide a \$15,000 subsidy for each 1st year Teacher Scholar who receives an extra release period (teaching 0.8 FTE) and a \$5,000 subsidy for each 2nd year Teacher Scholar who receives an extra release period.
<p>Ongoing Teacher Mentoring</p>	<p>NA</p>	<p>NA</p>	<p>NA</p>	<p>NA</p>
<p>Data Tracking & Analysis</p>	<ul style="list-style-type: none"> • Track effectiveness as a mentor and work to improve mentoring practice • Summarize personal and district data about teacher growth. 	<ul style="list-style-type: none"> • Co-create project goals outcome measures, and metrics reflecting effectiveness of the project. 	<ul style="list-style-type: none"> • Co-create project goals outcome measures, and metrics reflecting effectiveness of the project. 	<ul style="list-style-type: none"> • Co-create project goals outcome measures, and metrics reflecting effectiveness of the project. • Provide personalized tools for all teachers – Mentor Fellows and the teachers they support – to gather data about their teaching practice and how it is improving over time. • Consistently summarize personal and district data about teacher growth.

Subsequent 2-3 Years

	Mentor Fellows	School District	University Partners	Trellis Education
<p>The Mentoring Community</p>	<ul style="list-style-type: none"> Participate in initial and ongoing mentor training, education, and community events. Facilitate in-district Mentor Fellow community work. Mentor new in-district Mentor Fellows, including using data to improve mentoring work. 	<ul style="list-style-type: none"> Co-ordinate new and existing mentoring efforts. Support Mentor Fellows participating in mentoring-related professional learning opportunities. Share 50% of costs to support an in-District or Regional Mentor Lead to coordinate mentoring work. 	<ul style="list-style-type: none"> Support cross-program mentor communication. 	<ul style="list-style-type: none"> Co-ordinate new and existing mentoring efforts. Facilitate district Mentor Fellows joining and participating in cross-district Mentor Fellow community. Share 50% of costs to support an in-District or Regional Mentor Lead to coordinate mentoring work. Support coordinators of in-district mentoring work across districts to share ideas, struggles, innovations.
<p>Pre-Service Teacher Mentoring (i.e. Mentor Fellows as Cooperating Teachers)</p>	<ul style="list-style-type: none"> Mentor all Year 1 Trellis Teacher Scholars in district as cooperating teachers. Provide content-agnostic and STEM-specific training and ongoing support to new Mentor Fellows. 	<ul style="list-style-type: none"> Provide at least two sub-days for Mentor Fellows to participate in collaborative learning events and trainings. Provide at least 50% of cost to ensure Mentor Fellows receive at least a \$5000 stipend for mentoring work. 	<ul style="list-style-type: none"> \$1000 stipend for all pre-service teacher mentors. Expand pilot of site-based methods courses (partner-dependent). 	<ul style="list-style-type: none"> Provide content-agnostic and STEM-specific training and ongoing support. Place [X] Year 0 Trellis Teacher Scholars in Mentor Fellow classrooms. Share cost to ensure all Mentor Fellows receive at least a \$5000 stipend for mentoring work. Support teacher preparation program(s) implementing site-based methods courses. Share cost to ensure all Teacher Candidates (Teacher Scholar Year 0) receive at least a \$4,000 stipend.
<p>Induction Teacher Mentoring (i.e. Mentor Fellows as Mentors for 1st and 2nd Year Teachers)</p>	<ul style="list-style-type: none"> Mentor all Year 1-2 Trellis Teacher Scholars in district hired as 1st and 2nd year teachers. 	<ul style="list-style-type: none"> Provide at least 50% of cost to ensure Mentor Fellows receive at least a \$5000 stipend for mentoring work. Provide the structure for Teacher Scholar to have an extra release period (paid 1.0 FTE but teaching 0.8 FTE); dependent on school principal approval. Cost share to cover the cost of 0.2. 	<p>NA</p>	<ul style="list-style-type: none"> Provide [X] new Mentor Fellows content-agnostic and STEM-specific training for induction mentoring and certification to clear credentials. Share cost to ensure all Mentor Fellows receive at least a \$5000 stipend for mentoring work. Cost share to cover the cost of 0.2.

<p>Ongoing Teacher Mentoring</p>	<ul style="list-style-type: none"> • Mentor 3rd and 4th year teachers as a "Mentor Apprenticeship." 	<ul style="list-style-type: none"> • Provide at least 50% of cost to ensure Mentor Fellows receive at least a \$5000 stipend for mentoring work. 	<ul style="list-style-type: none"> • Co-conceptualize and co-fund Master's Degree "track" in Teacher Leadership and/or STEM Teaching & Learning for 4th and 5th year Teacher Scholars returning for graduate work. 	<ul style="list-style-type: none"> • Provide [X] new Mentor Fellows content-agnostic and STEM-specific training for mentoring in-service STEM teachers and each other. • Share cost to ensure all Mentor Fellows receive at least a \$5000 stipend for mentoring work. • Provide a \$3,000 stipend to Teacher Scholar to support masters degree during 3rd or 4th year of teaching. • Provide a \$4,000 stipend to Teacher Scholar for National Board Certification support during 5th year of teaching.
<p>Data Tracking & Analysis</p>	<ul style="list-style-type: none"> • Track effectiveness as a mentor and work to improve mentoring practice. • Consistently summarize personal and district data about teacher growth. 	<ul style="list-style-type: none"> • Co-create project goals outcome measures, and metrics reflecting effectiveness of the project. 	<ul style="list-style-type: none"> • Co-create project goals outcome measures, and metrics reflecting effectiveness of the project. 	<ul style="list-style-type: none"> • Provide personalized tools for all teachers – Mentor Fellows and the teachers they support – to gather data about their teaching practice and how it is improving over time. • Support Mentor Fellow community to consistently summarize personal and district data about teacher growth.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2019

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 AP Intego Insurance Group, LLC 1601 Trapelo Rd Suite 280 Waltham, MA 02451	CONTACT NAME:		FAX (A/C, No):
	PHONE (A/C, No, Ext):		
E-MAIL ADDRESS: support@apintego.com			NAIC # 10456
INSURER(S) AFFORDING COVERAGE			
INSURER A : The Hartford***			
INSURER B :			
INSURED Trellis 692 3rd Ave San Francisco, CA 94118	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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

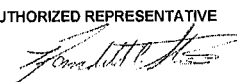
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			76WEGAA1QO1	4/1/2019	4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District their respective officers, employees, & agents 4026 2nd Ave. Oakland, CA 94608-2242	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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TRELLIS-01

MLOPEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/8/2019

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

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		2018-52032	6/7/2018	6/7/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors & Officers			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 Oakland Unified School District 4025 2nd Ave Oakland, CA 94606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Melissa Lopez</i>
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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 2019-20

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	Trellis Education			Agency's Contact Person	Karin Little
Street Address	692 3rd Avenue			Title	Chief Strategy Officer
City	San Francisco			Telephone	415-235-4515
State	CA	Zip Code	94118	Email	karin@trelliseducation.org
OUSD Vendor Number					
Attachments	<input checked="" 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. (www.sam.gov/portal/public/Sam/)				

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

Anticipated Start Date	7/1/19	Date work will end	6/30/21	Total Contract Amount	\$ 0.00
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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	Sarah Glasband, Manager, ERD	Email	sarah.glasband @ousd.org		
Telephone	510-517-7414 (mobile)	Fax			
Site/Dept. Name	TALENT DIVISION Employee Retention & Development	Enrollment Grades	K	through	12

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			6/4/19
2. Resource Manager			
3. Network Superintendent / Executive Director			
4. Cabinet (SBO, CFO, CSO, Deputy Chief)			
5. Board of Education or Superintendent			
Procurement			
Date Received			