

Board Office Use: Legislative File Info.	
File ID Number	15-1616
Introduction Date	8/26/15
Enactment Number	15-1378
Enactment Date	8/26/15



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education  
**From** Bernard McCune, Deputy Chief Postsecondary Readiness  
**Board Meeting Date** 8/26/15  
**Subject** MOU with Intel Corporation

**Action Requested** Approval by the Board of Education of Memorandum of Understanding (MOU) with Intel Corporation, Delaware, and accepting annual grants totaling \$5 million over a five year period, from August 1, 2015 to June 30, 2020.

**Background and Discussion** Intel intends to provide annual grants totaling \$5 million over a five year period, from August 1, 2015 to June 30, 2020 to improve the STEM pipeline and assist the District in accelerating Career and Technical Education, career access and graduation completion for 600 students, with the Intel grants supplementing Measure N parcel tax revenues to further accelerate college and career readiness; the program activities funded by the Intel grants will support outreach activities, family engagement, mentorships and technical assistance to facilitate the adoption of effective educational practices in engineering and computer science. The intent of the cohort is to cultivate a passion for engineering that results in students entering technology, engineer, or computer science degrees.

**Recommendation** Approval by the Board of Education of Memorandum of Understanding with Intel and accepting annual grants totaling \$5 million over a five year period, from August 1, 2015 to June 30, 2020.

**Fiscal Impact** \$5 million over a five year period

**Attachments** Memorandum of Understanding

Intel

File ID Number: 15-7616  
Introduction Date: 9/24/15  
Enactment Number: 15-1378  
Enactment Date: 8/26/15  
By: CA

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") dated effective August 1, 2015 (the "Effective Date") is by and between Oakland Unified School District ("OUSD"), and Intel Corporation ("Intel"), a Delaware corporation. Throughout this MOU, Intel and OUSD may each be referred to as a "Party" or collectively as the "Parties."

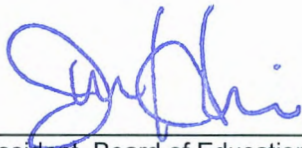
1. The purpose of this MOU is to describe a business relationship between the Parties and set forth in general terms the basic conditions pursuant to which such relationship would exist. The specifics of the intended business relationship are more particularly set forth in Exhibit A attached hereto.
2. Except as may be required by law, neither of the Parties may disclose to the public or to any third party the existence or contents of this MOU or the relationship described herein other than with the express prior written consent of the other Party, which consent may be withheld for any or no reason. External communications and press releases concerning the existence and content of this MOU must be approved in writing in advance by both Parties.
3. Except as specifically set forth in this MOU (including any attachments hereto), each Party will be responsible for its own expenses in connection with all matters relating to the relationship herein described. If a new agreement is not completed for any reason, neither of the Parties will be responsible for the other party's expenses. *In no event shall either Party be liable to the other for any damages of any kind whatsoever (even if such Party has been advised of the possibility of such losses or damages) based upon or arising out of either Party's performance of or failure to perform the anticipated activities described herein, except for any damages arising from any breach of the non-disclosure provisions herein, or as may otherwise be provided in any separate written agreement signed by the Parties.*
4. The Parties further specifically acknowledge that this MOU is not an obligation of funds, nor does it constitute a legally binding commitment by any Party or create any rights in any third party. The terms of this MOU are statements of intent only. This is not a binding agreement between the parties, and no legally binding agreement shall exist until both parties have negotiated, prepared and executed separate individual written agreement(s) establishing the binding obligations of the Parties as approved by each Party's management and legal entities.
5. *The Parties disclaim all warranties of any kind (including all express, implied and statutory warranties, and all conditions of merchantability, fitness for particular purpose, and any warranty of non-infringement of any intellectual property of any third party) in connection with this MOU and any related products, technologies, or services, except as may be provided in an applicable separate written agreement signed by the Parties, and then only to the extent expressly provided in such agreement. Each party shall be solely responsible for the quality, warranty and functionality of its own products and services.*
6. This MOU will commence on the Effective Date and remain in full force and effect for five years thereafter, except that either Party may terminate this MOU at any time for any or no reason upon written notice to the other Party, with such termination becoming effective upon the date set forth in such written notice. The obligations arising under these paragraphs 2, 3, 4, 5, 6, 7 and 8 of this MOU will survive termination.
7. This MOU in no way restricts either of the Parties from participating in any activity with other public or private agencies, organizations, or individuals. This MOU is strictly for internal management purposes for each of the Parties. This MOU shall not be construed to provide a private right or cause of action for or by any Party or entity.
8. This MOU does not grant OUSD any license or other rights to any Intel trademarks, logos or other intellectual property, and use of any such Intel intellectual property must be governed by a separate license agreement. This MOU will in all respects be governed by and construed in accordance with the

## Intel

laws of the State of California without reference to its conflict of laws principles. If any provision of this MOU is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this MOU. Neither Party will make any warranties or representations on behalf of the other. This MOU sets forth the entire and final understanding and agreement between Intel and OUSD, and supersedes any and all oral or written agreements or understandings between the Parties, as to the subject matter hereof. This MOU may be changed only by a writing signed by both Parties. The waiver of a breach of any provision of this MOU will not operate or be interpreted as a waiver of any other or subsequent breach. No right, duty or obligation under this MOU may be assigned, delegated, factored or subcontracted in any manner by either Party without the other Party's prior written consent.

The signature of the parties below indicates their agreement with the foregoing MOU.

### OAKLAND UNIFIED SCHOOL DISTRICT

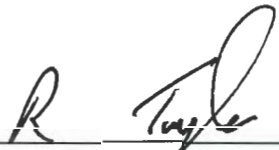


President, Board of Education  
Oakland Unified School District



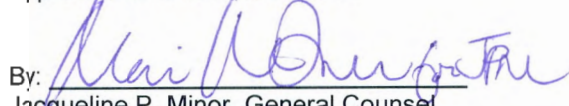
Secretary, Board of Education  
Oakland Unified School District

### INTEL CORPORATION


By:   
Print: R. TAYLOR  
Title: VP HR  
Date: 9-2-15



Approved as to form & content:



By: Jacqueline P. Minor  
Jacqueline P. Minor, General Counsel  
Oakland Unified School District

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## **EXHIBIT A**

### **RELATIONSHIP TERMS**

#### **1. BACKGROUND**

The broader STEM pipeline is leaky and the technology and engineering pipeline is flooding and far more challenging. Of 4 million 9th graders beginning in 2005, only 165,000 completed degrees in STEM. Of the 165,000, less than half completed degrees in computer science or engineering, both disciplines being very relevant at Intel. The percentage of African-American and Latinos represent on average less than 5% of this yield.

The Oakland Unified School District is the fourth largest employer in Oakland. It serves roughly 48,000 students and 69% of those students are African-American or Latino. Oakland is on a path of transforming its education and creating quality access for all students. Currently, with a new superintendent, the passing of a new ten-year \$120M parcel tax (Measure N) to further accelerate college and career readiness, and having already made substantial progress in transforming its educational curriculum, Oakland is ready for a partnership with Intel.

Intel intends to provide annual grants totaling \$5 million over a five year period to the Oakland Unified School District (OUSD) to improve the STEM pipeline and assist the OUSD in accelerating Technology, Engineering, Computer Science ("TEC") Career Access and Completion for 600 students. The Intel grants are expected to supplement the \$120M parcel tax to further accelerate college and career readiness. The program activities funded by the Intel grants are expected to support outreach activities and technical assistance to facilitate the adoption of effective educational practices in engineering and computer science.

#### **2. OBJECTIVES**

The Parties intend to create an Intel cohort wrapped with services, parent programs, and hands on programs with mentors. The intent of this cohort is to cultivate a passion for engineering that results in 80% of students entering Technology, Engineering, Computer Science degrees. Specifically, the intent of the Intel cohort is as follows:

- Increase the number of male and female African-American and Latino/a students in computer science/engineering aligned pathways at Oakland Technical High School and McClymonds High School in Oakland, CA.
- Increase in the number of male and female African-American and Latino/a students in computer science/engineering pathways successfully completing computer science course sequence including an AP capstone course and/or early college credit.
- Increase in the number of male and female African-American and Latino/a computer science/engineering pathway students enrolling in post-secondary institutions.
- Increase the number of workplace learning opportunities for male and female African-American and Latino/a students enrolled in computer science/engineering pathways.
- Build parent/student demand to participate in computer science/engineering aligned fields.
- Sustain high retention levels of enrolled students.

#### **3. STRATEGIES**

The Parties intend to generate a three-pronged strategy of Equip, Inspire and Retain to accomplish program objectives. Under Equip, teachers are expected to be equipped with the ability to deliver AP

## Intel

Computer Science Curriculum. Concurrently, under Inspire, students are expected to be able to attend summer immersion programs, their parents are expected to have access to workshops, and the community should have the opportunity to convene to support the students. Lastly, under Retain, students are expected to be connected to Intel mentors, tutors and additional support services.

### **4. SUCCESS METRICS**

- Increase in high school graduation rate for historically underserved populations from the 2014-2015 baseline to 85% by 2020.
- Increase in college enrollment for historically underserved populations from the 2014-2015 baseline.
- Demographics of pathway enrollment matches or exceeds those of the participating schools.
- Reduce time to college degree and better prepare students for college level coursework by ensuring all students participating in the cohorts earn minimum of three early college credits prior to high school graduation.
- Catalyze student interest in Computer Science/Engineering fields.

### **5. ANTICIPATED KEY DELIVERABLES FOR SUCCESS OF PROJECT**

- It is expected that Oakland Unified School District will own and manage a strategic hiring plan to bring in appropriate resources to effectively execute and deliver the programmatic elements of this program.
- Intel intends to provide access to it employees and resources to offer OUSD students opportunities to envision and understand engineering and computer science careers and enhance their classroom experiences.
- MOUs with employers providing student opportunities for work-based learning activities, job shadowing and internships.
- Standardized college quality Computer Science and Engineering curriculum sequence for all four years of the students' high school experience.
- Collaboration between OUSD, Peralta Community College and Intel, with intent to allow Intel employees to teach dual enrollment courses within OUSD high schools.
- Student intervention plans to ensure students stay on track to complete pathway program.
- Summer learning experiences including middle school to high school bridge programs and on-campus immersion programs with key university partners including Berkeley, Stanford and Georgia Tech.
- Technology security plan for equipment and infrastructure.
- Intel employee engagement plan to provide mentoring and tutoring to OUSD students.
- Family inclusive events to build program awareness in the community, increase student enrollment and support of participating students.
- Teacher externship program agreement with Intel and other industry organizations.
- Industry recognized certification program.

### **6. PROJECT DURATION**

Over the next five years Intel intends to help OUSD scale up its engineering and computer science career pathways to serve over 2000 students and produce over 600 STEM students ready for Computer Science and Engineering.

## **7. ANTICIPATED FUNDING AND MILESTONE DETAILS AND TIMELINES**

7.1 Intel intends to grant the Oakland Education Fund funds for the benefit of OUSD as agreed by the parties; however, nothing in this MOU may be construed to obligate Intel to any current or future expenditure of resources in advance of the availability of appropriations. The role of the Oakland Education Fund is that of fiscal agent and payee. The Oakland Education Fund has no rights independent of OUSD and except as a fiscal agent and payee, has no rights under this MOU.

The tables below outline a three-pronged approach for the proposed project, with total anticipated Intel grant(s) of up to \$5 million over a five year period.

<b>Equip</b>	AP CS Curriculum Development
	Dual Enrollment Courses
	Teacher Externships
	Student devices and Digital Labs

<b>Inspire</b>	Workplace learning
	Summer immersion programs
	Persistence/Graduation Labs
	Parents Workshops

<b>Retain</b>	Small group tutoring/mentoring
	Project Management
	College planning and advising

7.2 YEAR 1 (May 2015 – May 31, 2016) DELIVERABLES for the three-pronged approach are anticipated to be:

<b>Equip</b>	<b>Task</b>	<b>Owner</b>
	CS/Engineering Course sequencing and development by Spring 2016	OUSD
	Intel support in assessing curriculum	Intel
	Dual enrollment with Peralta Community College for OUSD students	OUSD/Intel
	Develop Workforce learning teacher externship program for OUSD educators	OUSD/Intel

<b>Inspire</b>	<b>Task</b>	<b>Owner</b>
	Develop Summer bridge program from middle school and/or freshman year to HS pathways program	OUSD
	Financial support for OUSD students to attend summer experiential programs	Intel
	OUSD experiential learning program via internship and job shadowing opportunities	OUSD/Intel
	Develop family engagement event and marketing materials to build community support of program	OUSD



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Retain	Task	Owner
	Employee resources for mentorship program support (both e-mentoring and direct programs)	Intel
	Provide employee resources to support tutoring programs for OUSD	Intel
	Develop Tutoring assessment tools and program	OUSD

After May 2016, OUSD, with the Oakland Education Fund as its fiscal agent, will participate in an annual grant approving process. Furthermore, the Oakland Education Fund, as fiscal agent for OUSD, will provide an annual Summary Status Report to the Intel Cohort by July 1 of each year that this MOU is in effect, as indicated in the table below. The report will describe the overall progress of the projects supported under this MOU.

Report Due Date	Period Covered	Required Contents
<u>July 1, 2016</u>	<u>May 1, 2015 – May 31, 2016</u>	<u>Summary Status Report</u>
<u>July 1, 2017</u>	<u>June 1, 2016 – May 31, 2017</u>	<u>Summary Status Report</u>
<u>July 1, 2018</u>	<u>June 1, 2017 – May 31, 2018</u>	<u>Summary Status Report</u>
<u>July 1, 2019</u>	<u>June 1, 2018 – May 31, 2019</u>	<u>Summary Status Report</u>
<u>July 2, 2020</u>	<u>June 1, 2019 – May 31, 2020</u>	<u>Summary Status Report</u>
<u>December 31, 2020</u>	<u>August 2015 – August 2020</u>	<u>Final Status Report</u>

### **8. ANTICIPATED GRANT FUNDING TERMS**

Intel intends to provide OUSD with annual grants totaling \$5 million over a five year period, subject to the procedures outlined in the Intel grant process. Any such Intel grants, including any terms and conditions thereof, will be determined in the pending grant agreement process.

Nothing in this MOU may be construed to obligate Intel to any current or future expenditure of resources. It is anticipated that funds will be provided to OUSD on an annual basis, subject to annual Intel review of OUSD's Summary Status Reports as outlined in Paragraph 7 of this Exhibit A.

### **9. RESOLUTION OF DISAGREEMENTS**

Should disagreement arise between the Parties under this MOU that cannot be resolved, the area(s) of disagreement shall be stated in writing by each party and presented to the other party, which at OUSD will be Bernard McCune, Deputy Chief, Postsecondary Readiness and which at Intel shall be Richard Taylor, Senior Vice President, Director Human Resources, or his/her designee.

### **10. PUBLICITY AND ACKNOWLEDGEMENT OF SUPPORT**

10.1 OUSD and Intel agree to cooperate on the issuance of a mutually agreed upon press release announcing the parties' relationship under this MOU within a reasonably prompt timeframe following execution of this MOU. OUSD and Intel also anticipate cooperating in press interviews, conferences and other public events to publicize the cohort, the details which shall be subject to the parties' mutual agreement.

10.2 Intel may include factual information on the cohort in their periodic public reports, newsletters, web pages or other public documents, using OUSD's name without the use of OUSD's logo. OUSD agrees to acknowledge Intel's support for the cohort in all press releases or other public announcements regarding the cohort, and that such public acknowledgement will be substantially in the following form and content:

## Intel

*"Intel Corporation, among others, provided funding for this project." OR "Intel Corporation and [names of others] provided funding for this project."*