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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Dr. Devin Dillon, Chief Academic Officer
Board Meeting Date November 4, 2015
Subject **Pilot Model District Program MOU with Amplify**

Action Requested **Approval Of Pilot Model District Program MOU With Amplify**

Background and Discussion

Amplify's Pilot Model District Program seeks to improve education outcomes by addressing critical student performance gaps in middle schools through the use of high quality content and technologies and the implementation of best practices. Among its offerings, Amplify has developed a digital ELA curriculum that is aligned to statewide and national standards. Participation in the Program would provide the District with credits to defray start-up costs associated with the adoption of digital curricula. The goal for the pilot is a 10% improvement in ELA state assessment test scores in the schools that participate in the pilot. In the 2015-2016 school year, OUSD has chosen four middle schools to participate in the program:

- United for Success Academy
- Montera Middle School
- Claremont Middle School
- West Oakland Middle School

Under the MOU, Amplify will provide the following to the District:

- Middle school ELA Curriculum, supported by professional development, technical support, and account management services.
- In-person teacher workshops
- On-site coaching for teachers to support them in making pedagogical shifts, modeling lessons, looking at real student work to improve feedback, and for demonstrating new capabilities of the curriculum program.
- Web-based sessions for special topics or special audiences
- Technical review and support consisting of evaluation, audit and planning assistance in connection with the technological infrastructure necessary to successfully implement the curriculum

Under the MOU, the District will:

- Subscribe for one-year subscription to the Curriculum and associated services.



- Purchase professional development and on-site coaching services to support implementation of the digital classroom initiative.
- Provide Release time for teachers as needed for them to participate in professional development activities for this Pilot.
- Purchase devices for students to use in the ELA classrooms, and remediation of wireless infrastructure
- Co-develop with Amplify a plan to evaluate learning, behavioral, and other impacts from the Pilot over the first year to report back to all District stakeholders and Amplify.

Costs and Terms – The term is September 1, 2015 to June 30, 2016 at a cost of \$310,585, with half of the cost being credited back to the District for a total cost to the District of \$155,292. The MOU also includes a confidentiality provision negotiated by the District's Legal Office.

Recommendation

Approval Of Pilot Model District Program MOU With Amplify

Fiscal Impact

Funding resource name: General Purpose: Cost to the District \$155,292

Attachments

- Agreement

PILOT MODEL DISTRICT PROGRAM

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), dated July 22, 2015, between OAKLAND UNIFIED SCHOOL DISTRICT, located at 1000 Broadway, Suite 680, Oakland, CA 94607 (the "District"), and AMPLIFY EDUCATION, INC., a Delaware corporation located at 55 Washington Street, Suite 900, Brooklyn, NY 11201-1071 ("Amplify"), is intended to set forth the basic understanding of the parties regarding the District's participation in Amplify's Model District Program (the "Program").

Background:

- District seeks to improve education outcomes by addressing critical student performance gaps in middle schools through the use of high quality content and technologies;
- Among its offerings, Amplify has developed a ground-breaking digital ELA curriculum (the "Curriculum") that is aligned statewide and national standards;
- Amplify's Model District Program allows certain qualifying school districts to participate in its Curriculum while providing valuable feedback that would enhance product dissemination and development, on-the-ground implementation best practices, and other critical intelligence for the digital transformation of US education; and
- Participation in the Program would provide the District with credits to defray start-up costs associated with the adoption of digital curricula
- The goal for the pilot is a 10% improvement in ELA state assessment test scores in the schools that participate in the pilot.

Amplify and the District hereby agree as follows:

A. Goals.

The objectives under the Program and this MOU are:

- Successfully transition District middle school (grades 6-8) ELA classrooms to a fully digital/blended model through the collaborative efforts of District and Amplify.
- Provide a framework for District to move towards digital and blended classrooms for other subject areas, such as math and science, and to elementary schools.

B. Deployment Scenario

1. Participating Schools

In the 2015-2016 school year, OUSD has chosen four middle schools led by principals, teachers, and others prepared to implement digital teaching in the ELA subject area. These schools are:

- United for Success Academy
- Montera Middle School
- Claremont Middle School
- West Oakland Middle School

2. Devices

All students using the Curriculum will require regular access to a personal device, currently anticipated to be a Chromebook, compatible with the Curriculum, provided by the District, at the District's expense.

3. Training

Training will be conducted so that teachers can begin using the Amplify curriculum at the beginning of the fall semester and use it all year, subject to other District requirements such as assessments.

C. Amplify Contributions

Subject to the terms and conditions on this MOU, including the Appendices, Amplify will provide the following to the District:

- Amplify's middle school ELA Curriculum, supported by appropriate professional development, technical support, and account management services.
- For initial training, Amplify will use in-person workshops with a ratio of one trainer for up to 25 teachers (and support staff).
- On-site coaching for teachers to support them in making pedagogical shifts, modeling lessons, looking at real student work to improve feedback, and for demonstrating new capabilities of the curriculum program.
- These workshops and coaching sessions will be complemented by web-based sessions for special topics or special audiences (e.g. administrators). *The professional development and coaching support are described more fully in Appendix 2 hereto.*
- Technical review and support consisting of evaluation, audit and planning assistance in connection with the technological infrastructure necessary to successfully implement our digital curriculum, including recommendations for technology acquisition or remediation, if necessary and appropriate. For fall 2015 implementation, some of this work will need to be schedule prior to the close of school in the spring.

D. District's Contributions

Subject to the terms and conditions on this MOU, including the Appendices, District's responsibilities and contributions in the Model District Program include:

- One-year subscription to the Curriculum and associated services.

- Purchase of professional development and on-site coaching services, per Appendix 2, to support implementation of the digital classroom initiative. In the first year, coaching has been estimated at six person weeks of coaching for each school newly implementing the Curriculum, spread over the first two or three months of implementation (exact schedule to be worked out with District).
- Release time for teachers as needed for them to participate in appropriate professional development activities for this initiative.
- Acquisition of appropriate devices for students to use in the ELA classrooms, and remediation of wireless infrastructure, to the extent recommended by Amplify, to ensure reliable connectivity for students to do their work on these devices. Hardware, software, telecommunications and other requirements for the District's use of the Curriculum is listed at <http://www.amplify.com/customer-requirements>.
- Program Evaluation – District will co-develop with Amplify a plan to evaluate learning, behavioral, and other impacts from this initiative over the first year to report back to all District stakeholders and Amplify. This will be set up as a key milestone prior to planning the expansion of year 2 to additional middle schools.
- District Visits – District agrees to collaborate with Amplify in promoting the district as a model district for the implementation of next-generation digital curricula. Such collaboration could include hosting visits by educators from other districts at participating District classrooms; speaking engagements about the District's experience at relevant professional conferences (with Amplify covering costs of attendance, such as reasonable travel, lodging, and meals) and to lend other support as may be appropriate.

E. Financials

Appendix 1 sets forth the budget for the Program over the one-year contract period, including the recommended amount of professional development training, in-person teacher coaching and virtual training sessions.

The table also incorporates applicable credits for participation in the Model District Program. Amplify will collaborate with the District in exploring funding streams such as foundation grants to provide future financial support as a possible replacement for the Program credits.

F. Other terms

1. Insurance:

Unless specifically waived by OUSD, the following insurance is required:

- i. AMPLIFY shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against AMPLIFY. The policy shall protect AMPLIFY and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase

Amplify.

the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

- ii. If AMPLIFY is offering OUSD professional advice under this Contract, AMPLIFY shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.
2. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, AMPLIFY agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AMPLIFY agrees to require like compliance by all its subcontractors providing services under this MOU. AMPLIFY shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
3. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No AMPLIFY personnel or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
4. **Indemnification:** AMPLIFY agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all third-party claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with AMPLIFY's performance of this Agreement. AMPLIFY also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all third-party claims or losses incurred by any supplier, CONTRACTOR, or subcontractor furnishing work, services, or materials to AMPLIFY in connection with the performance of this Agreement. This provision survives termination of this Agreement.
5. **Termination:** OUSD may at any time terminate this Agreement upon written notice to AMPLIFY. OUSD shall compensate AMPLIFY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should AMPLIFY fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another Amplify. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, AMPLIFY shall pay the additional cost.
6. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall either party be liable to the other, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
7. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** AMPLIFY certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to

Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.sam.gov/>)

8. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
9. **Confidential Information** shall mean the District's trade secrets, confidential knowledge, Student Personal Identity Data, Student records, or other proprietary information or materials of the District or in the District's possession and all information that a reasonable person would consider sensitive or confidential in nature. Amplify and all of its agents, personnel and employee(s) shall maintain the confidentiality of all information received in the course of performing services under this Agreement. Amplify understands that student records are confidential and agrees to comply with all applicable state and federal laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA), Article 1, Section 1 of the California Constitution, and California Education Code Section 49062 et seq., concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Amplify agrees to take industry standard precautions to safeguard student Confidential Information and to limit access to such Confidential Information to Amplify's authorized personnel who require such access and have agreed to abide by the terms of this MOU. Amplify further agrees to promptly return all such Confidential Information and related materials to the District at such time as may be requested by the District. Amplify shall not, other than as provided in Amplify's Customer Privacy Policy (available at <http://www.amplify.com/customer-privacy>) or with the District's prior written consent: (i) use any Confidential Information; (ii) disclose Confidential Information to any third parties; (iii) reverse engineer, disassemble, or decompile any Confidential Information, or make any derivatives or translations of the Confidential Information.
10. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
11. Except as otherwise specifically set forth herein, all purchases, products and services made or delivered hereunder are subject to Amplify's standard customer terms and conditions: www.amplify.com/customer-terms. In the event of any conflicts between this MOU and the Amplify Customer Terms, the MOU shall prevail.

[signature page follows]

Amplify.

By signing below, Amplify and the District agree to enter into this MOU and indicate their intention to implement the Curriculum and the Model District Program as described herein.

OAKLAND UNIFIED SCHOOL DISTRICT

By: 

Name: James Harris

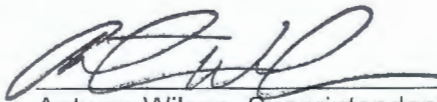
Title: Board President

AMPLIFY EDUCATION, INC.

By: 

Name: Richard Morris

Title: CFO



Antwan Wilson, Superintendent and Board Secretary

Approved As To Form



Jacqueline Minor, General Counsel,

File ID Number: 15-2213

Introduction Date: 11/4/15

Enactment Number: 15-1797

Enactment Date: 11/4/15

By:

Appendix 1: Financials

The following table summarizes our assumptions about students and teachers in each of the four schools for purposes of developing the attached budget.

Middle School	Total Students	Est. # of Teachers
United for Success Academy	435	4
Montera	878	8
Claremont	435	5
West Oakland	225	3
Totals	1,973	20

Amplify Products & Services	Year 1
Schools	4
Licenses - ELA	
Student ELA Licenses (no.)	1,973
ELA License fee (\$/student)	\$45.00
Teacher ELA Licenses (no.)	20
Teacher ELA License Fee	\$-
License Costs	88,785
Services	
2-Day PD Workshops	No 1
1-Day PD Workshops	No 0
Onsite Coaching Sessions (Weeks)	No 24
Virtual PD Sessions	No 2
Services Costs	\$221,800
Total Costs	\$310,585
Minus: Model District Program Credits	- \$155,292
Total Expected Oakland Budget Required	\$155,292

Appendix 2: Professional Development Services

The proposed Oakland Professional Development Plan 2015-16 has three major components: in-person workshops, in-person teacher coaching, and virtual webinars.

(A) Initial Professional Development Workshops

- in-person
- Prior to start of school
- For teachers new to Amplify: 2 days with up to 25 teachers, support teachers and administrators in a cohort
- These sessions occur in a central location mutually agreeable to OUSD and Amplify.

New teachers: The workshop introduces teachers to the methodology, skills, content and functionality of the curriculum. Teachers experience a model lesson as a student, explore the curriculum as a teacher; discuss and practice quality feedback; review grading, assessment, and implementing technology in their classrooms; and prepare for their first week of implementation.

Returning teachers: The one-day workshop reviews curriculum, methodology and feedback and introduces teachers to Amplify reporting features with a focus on using the data from assessing student work and the daily and longitudinal data from the Amplify Report to differentiate instruction and feedback. Changes to the program from Year 1 are also covered.

(B) In-person Coaching Sessions

- Typically half day per school, but will depend upon number of teachers using Amplify ELA at each site
- In-person
- At strategic points throughout the year but typically frontloaded to the first 2-3 months of implementation in each school
- Up to 15 teachers in a coaching session
- New and returning teachers could attend same coaching sessions, and teachers from multiple schools can come together for joint coaching sessions if desired & logistically feasible.

Amplify recommends 6 weeks of coaching sessions per school (on average) for schools new to Amplify ELA. The need for coaching will vary by the amount of experience teachers have teaching, using technology in the classroom, learning new pedagogical techniques. School considerations (e.g. the quality of the local technical infrastructure) can also impact successful teacher up-take of a new digital curriculum and hence the amount of onsite support they need.

These would occur at strategic points throughout the year, but would be front loaded at the beginning of the year to make sure teachers were implementing confidently, thoughtfully and with fidelity. Coaching sessions would also be planned around the scheduled for the school's quarterly goal meeting and the games launch. Each coaching session includes: observing classes, ideally with administrator; a coaching with administrators; 2 hour meeting with teachers (looking at student work, previewing upcoming curriculum, practicing feedback, troubleshooting). The trainer teaches a model lesson in the first coaching session and can also teach a lesson in subsequent coaching sessions. The coaching session is a small, focused

development session for up to ten teachers. The number of teachers at a school will dedicate how many coaching sessions a trainer does at the school and/or how many half days each single coaching session takes.

Coaches will also provide specialized programmatic support to teachers such as the following:

Student Performance: Feedback & Progress

Providing more student feedback (written comments, OTSC, Spotlights, conducting sharing sessions) is an essential feature of Amplify's program and one of the best ways to ensure that the program is effective. The on-site coach would work regularly with the teachers in and out of their classrooms. In the classroom, the coach would provide support around and model OTSC, using Spotlight and conducting sharing sessions. Out of the classroom, the trainers would provide support around written comments and revisions, working with the teacher on analyzing student work, identifying progress and feedback as a form of motivation and intervention.

Transition to Testing

The goal of this PD is to support teachers and schools in preparing their students for important tests without interruption to the Amplify curriculum and/or methodology. This PD could be customized particular district benchmarks and/or end of the year state tests. In collaboration with the school's leadership, the Amplify PD team would become familiar with the tests content and scoring. The PD team would then develop a plan, which could include:

- a crosswalk of the Amplify curriculum to the skills on tests
- the creation of additional content and activities to be used during flex days to fill in any gaps in the crosswalk
- an analysis of student work at two points within the year to determine students' progress on test skills
- a transition from the Amplify curriculum to test prep and post-test for end of the year state tests.

(C) Web-based Workshops:

There are two types of these workshops. One is for school and district leaders, and the other for teachers using Amplify ELA. They are:

- 90 minutes in length
- Remote and recorded for playback later
- Scheduled with the district for maximum participation

The Leadership Workshop will be offered in late summer and early fall. The workshop will focus on implementing change in the administrators' schools, observing Amplify classrooms using the Classroom Visit Guide, as well as strategies and suggestions for supporting teachers. An overview of the curriculum will be included, but for administrators who desire in-depth knowledge, they should attend one of the in-person workshops.

The Teacher Virtual Workshop will be offered mid-year to introduce more advanced topics to teachers who have been using Amplify ELA during the first semester. This will be tailored to the District based on input from teachers collected by the onsite Amplify coach.