

**MEMORANDUM OF UNDERSTANDING
FOR
TRELLIS TEACHER SCHOLAR PROGRAM
BETWEEN
TRELLIS EDUCATION AND THE ALAMEDA UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding (“MOU” or “Agreement”) describes and confirms the expectations and responsibilities of Trellis Education (“Trellis”), and the Alameda Unified School District (“District” or “AUSD”) (Trellis and AUSD, collectively, the “Parties”) related to the Trellis Teacher Scholar Program (“the Program”) to be developed and implemented by the Parties as described in this MOU.

1. ROLES AND RESPONSIBILITIES

A. Overview of the Program

All Parties will support the pilot of a STEM-specific two-year residency in which the Trellis Teacher Scholar receives mentoring support and a reduced teaching load to clear their single-subject credential. The 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 the Teacher Scholar becomes more effective at facilitating student learning over time, that he or she remains teaching in the District, and that he or she remains in the teaching profession. The shared long-term goals are to create a community of sustainably, financially- and structurally-supported STEM teacher mentors and beginning STEM teachers in the District who support their own professional learning and retention, and are among the most effective and resilient teachers in the state of California.

B. Program Components

- One Trellis Teacher Scholar will be hired in 2017-18 (Year 1) as a probationary, high school science teacher.
- The Teacher Scholar will teach a 0.8 course-load but will be compensated at 1.0 FTE for his or her first two years (2017-18, 2018-19). This cost will be shared by the District and Trellis Education, per the details provided in Section C.
- The Teacher Scholar will be matched with a Trellis Mentor Fellow who will serve as his or her induction program mentor for Year 1 and Year 2 to clear the Teacher Scholar’s credential.
- The Trellis Mentor Fellow will meet with the Teacher Scholar at least 1 hour per week through both school years, in addition to scheduled time the summer before the Teacher Scholar begins teaching and the summer between the Teacher Scholar’s first and second year teaching.
- The Teacher Scholar and Trellis Mentor Fellow will use Trellis tools in sync with/on top of CTC and District tools (as appropriate/meaningful) 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 Each Party

- a. The **Trellis Teacher Scholar(s)** will:

- Teach in a mathematics or science classroom at a public school in the District with greater than 50% FRPL student population
- Engage in mentoring and development for enacting content-agnostic and STEM-specific practices with their Mentor Fellow(s)
- Use Trellis tools in sync with/on top of District tools (as appropriate/meaningful) to promote and track the growth of enacting core STEM teaching practices
- Participate actively in his or her Trellis Teacher Scholar cohort and in the larger Trellis Teacher Scholar community

b. The Alameda Unified School District will:

- 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
- Provide at least X% of the cost in Year 1 and Y% of the cost in Year 2 to fund the Teacher Scholar's release time and ensure s/he is paid for 1.0 FTE with full salary and benefits
- Cover any indirect financial costs to support the release time, such as the need to hire additional part-time staff
- Compensate the Mentor Fellow as the induction mentor with an annual stipend of the standard district/county office amount (at least \$1500)
- Allow the Mentor Fellow full access to the Teacher Scholar's classroom
- With Trellis Education, co-create pilot goals, outcome measures, and metrics reflecting effectiveness of the pilot, and evaluate progress on a regular basis
- With Trellis Education, in Year 2, determine the success of the pilot and consider a new MOU for the next three years of the Teacher Scholar's work in the District, including how he or she will be supported earning a Master's Degree, National Board Certification, and becoming a Mentor Fellow in the District

b. Trellis Education will:

- Provide up to \$15,000 of the cost in Year 1 and up to \$5,000 of the cost in Year 2 to fund the Teacher Scholar's release time and ensure s/he is paid for 1.0 FTE with full salary and benefits
- Provide personalized tools for the Teacher Scholar - and his or her Mentor Fellow - to gather data about their teaching practice and how it is improving over time
- Cover 100% of the cost to train, support and compensate the Mentor Fellow(s) above the stipend for induction
- Ensure the Mentor Fellow participates actively in a professional learning community of STEM teacher mentors across local school districts
- With the District, co-create pilot goals, outcome measures, and metrics reflecting effectiveness of the pilot, and evaluate progress on a regular basis
- Consistently summarize individual Teacher Scholar's and comparison system-wide data about teacher growth
- With Trellis Education, in Year 2, determine the success of the pilot and outline a new

MOU for the next three years of the Teacher Scholar's work in the District, including how he or she will be supported earning a Master's Degree, National Board Certification, and becoming a Mentor Fellow in the District

- Help the district develop a 21st century human capital management system that professionalizes and stabilizes STEM teaching

2. INTELLECTUAL PROPERTY

- A. Conditioned on and subject to the terms of this Agreement, Trellis hereby grants the District a non-exclusive, non-sublicensable, non-transferable license from Trellis Education to use, on an internal basis only, all associated materials for learning, enacting, and tracking the effectiveness of mentoring work created by Trellis and provided to the District and participating Teacher Scholar, under this Agreement (the "Trellis Mentoring Materials"), to support the induction of new mathematics and science teachers into teaching and the growth of existing mathematics and science teachers, and to track all mentored teachers' 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, the Mentor Fellow(s) and Teacher Scholar 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 the Teacher Scholar / Mentor Fellow(s) using the Trellis Mentoring Materials. Trellis hereby grants the District a non-exclusive, fully-paid, irrevocable, worldwide, 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 Teacher Scholar in this Section, the District acknowledges that as between the District and Trellis, Trellis shall have and retain all right, title, and interest in and to all content and materials relating to the Trellis Mentoring Materials or otherwise provided or made available by Trellis pursuant to this Agreement (including without limitation the Trellis Mentoring Materials, but excluding any content modified or co-created by or on behalf of the District), and all improvements, modifications, or other derivatives of Trellis Mentoring Materials, and all associated copyrights, trademark rights, trade secret rights, patent rights, design rights, moral rights, database rights, and other intellectual property or proprietary rights of any nature. To the extent the District provides any feedback or suggestions on, or makes any improvements, modifications, or derivatives to, any Trellis Mentoring Materials (collectively, such feedback, suggestions, improvements, modifications, and derivatives are "Feedback"), the District hereby grants Trellis a non-exclusive, fully-paid, irrevocable, worldwide, 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.

3. TERM

The term of this MOU will be from July 1, 2017 through June 30, 2019, unless terminated earlier pursuant to the conditions outlined in Section 12 (Termination). This MOU is effective upon full execution by the

parties and approval of AUSD's Board of Education. This MOU may be renewed by written agreement of the Parties executed by the duly authorized representatives thereof and upon approval by AUSD's Board of Education.

4. REPORTING AND EVALUATION

Representatives from all Parties agree to meet at least three times across the term of the Program, including once in summer 2017 to co-create goals and outcome measure for the pilot work and to articulate specific metrics for determining the pilot's effectiveness. Trellis will take responsibility for tracking the pilot's progress toward these goals by gathering and summarizing data related to the articulated outcome measures.

5. INDEMNIFICATION

- A. Each Party agrees to indemnify and hold harmless the other Parties and their respective Boards, officers, employees and agents, from and against any and all claims, demands, damages, loss, and other liability, including but not limited to damage to or destruction of property, injuries to or death of persons, violation of intellectual property rights, and reasonable attorney fees and costs (collectively "Claims"), resulting from or arising out of its negligent or intentional act or omission of that respective Party's Board, officers, employees and agents in connection with the terms and conditions of this Agreement but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its Board, officers, employees and agents.
- 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 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 Alameda County, California court, 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 and BetterLesson may provide services to the Trellis project as contractors of Trellis. The use by Trellis of any other contractors to contribute to or advise regarding the Project is subject to AUSD's prior written approval, which shall not be unreasonably withheld. AUSD will provide a response to Trellis within 15 business days. In the event AUSD objects to a proposed contractor, AUSD 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. TUBERCULOSIS TESTING

A. Trellis and any Contractors, as defined in Section 10 ("Criminal Background Checks") agrees that all employees, agents and volunteers, and all employees, agents and volunteers of any other contractors hired pursuant to Section 7 ("Contractors") whose functions require frequent or prolonged contact with students will complete tuberculosis testing the same as the testing that is described in California Education Code Section 49406. It is the intent of the Parties that the contact that the above individuals will have with AUSD students will not constitute frequent or prolonged contact. Trellis and any Contractors will notify AUSD's General Counsel of any

planned activities under this MOU that will involve participation by or contact with AUSD students. In the event that AUSD's General Counsel determines that the planned activity may entail frequent or prolonged contact with AUSD students, AUSD will advise Trellis and any Contractors of this determination and the Parties will mutually agree either to modifications to the planned activities to ensure that contact is neither frequent nor prolonged or to tuberculosis testing for the individuals performing the roles identified by AUSD as entailing frequent or prolonged contact ("FPC Individuals").

- B. Trellis and any Contractors shall certify in writing on the attached The Provider/Independent Contractor Agreement Criminal Background Check/ Tuberculosis Clearance Certification Form that all employees, agents and volunteers including employees, agents and volunteers of any other contractor hired pursuant to Section 7 ("Contractors"), who have not submitted to a TB test will not have frequent or prolonged contact with students. In the event that it is determined that frequent or prolonged contact will occur, Trellis and any Contractors must submit a newly completed and signed "Criminal Background Check/ Tuberculosis Clearance Form" (attached) as written certification of compliance with tuberculosis testing requirements, and Trellis and any Contractors will keep on file in its offices copy(ies) of the required tuberculosis physician's clearance(s).

12. TERMINATION

- A. Either Trellis or the District may terminate this agreement if the Teacher Scholar discontinues active membership in the Trellis Teacher Scholar program or the Teacher's Scholar's employment with the employment in the District.
- B. Per conditions of our grant accounting requirements, Trellis must report on the flow-through of dollars to scholars. Accordingly, if for some unforeseen reason, a scholar no longer is in the Trellis Teacher Scholar program, the District agrees to return those dollars to Trellis to ensure Trellis can appropriately account for the use of these funds per the terms of our grant.

13. NOTICE TO ALL PARTIES

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

TO TRELLIS:

Megan W. Taylor, Ph.D.
CEO
Trellis Education
692 3rd Avenue
San Francisco, CA 94118

TO THE DISTRICT:

Sean McPhetridge, Ed.D.
Superintendent

Alameda
2060 Challenger Drive, Suite 300
Alameda, CA 94501

15. PARTY SIGNATURES TO MOU

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this MOU.

Megan W. Taylor

Sean McPhetridge

Date

Date