

Board Office Use: Legislative File Info.	
File ID Number	10-1593
Introduction Date	6-14-10
Enactment Number	10-1228
Enactment Date	6-23-10 <i>RS</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

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# Memo

To Board of Education  
 From Tony Smith, Ph.D., Superintendent  
 Board Meeting Date 6-23-10  
 Subject Memorandum of Understanding (MOU)-  
 The New Teacher Project (TNT) (NY, NY)  
 Special Education (site/department)

**Action Requested** Approval of Amendment No. 2 to the Memorandum of Understanding (MOU) between Oakland Unified School District and The New Teacher Project (TNT). Services are to be primarily provided to Programs for Exceptional Children for the school year of July 1, 2010 through June 30, 2011 and subsequent years through August 31, 2013. The Amendment No. 2 amends the budget for the 2010-2011 academic year in an amount not to exceed \$294,776.00.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.* Pursuant to the MOU with The New Teacher Project and Board Resolution, passed August 29, 2007 and subsequent Amendment No. 1 passed June 24, 2009, TNT worked with the District staff to launch the Oakland Practitioner Teacher Program (OPT), a District internship program. On January 31, 2008, the Ca. Commission on Teacher Credentialing (CCTC) approved the OPT. The MOU requires an annual update on the budget to the Board of Education.

**Discussion**  
*One paragraph summary of the scope of work.* The Amendment No. 2 describes the updated program and budget for the 2010-2011 academic year. The District anticipates serving 50-65 participants. The program is currently CCTC-approved to grant Intern and Preliminary credentials to new special education teachers for both mild-moderate and moderate-severe settings; to recruit, select and train high-quality practitioners to serve as Content Seminar Leaders and Field Supervisors for 2010-2011.

**Recommendation** Approval of Amendment No. 2 to the Memorandum of Understanding (MOU) between Oakland Unified School District and The New Teacher Project (TNT). Services are to be primarily provided to Programs for Exceptional Children for the school year of July 1, 2010 through June 30, 2011 and subsequent years through August 31, 2013. The Amendment No. 2 amends the budget for the 2010-2011 academic year in an amount not to exceed \$294,776.00.

**Fiscal Impact** The total cost to serve 50-65 participants is \$557,276.00. The cost of the program is offset by participant tuition of \$3,500 per participant and by annual state funding provided for intern programs. Accordingly, the anticipated District contribution for the 2010-2011 program is not to exceed \$294,776.00  
 Funding resource : Special Education

**Attachments** • Amendment No. 1



## AMENDMENT NO. 2 TO MEMORANDUM OF UNDERSTANDING

This Amendment is entered into between the Oakland Unified School District (OUSD) and The New Teacher Project  
The New Teacher Project (Agency). The parties entered into a  
Memorandum of Understanding (MOU) with Agency on September 10, 2008, and the parties agree to amend that  
Agreement as follows:

1. **Services:** ☐ The scope of work is unchanged. ☒ The scope of work has changed.

If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, additional sites to receive services, and/or reports; attach additional pages as necessary. Agency agrees to provide the following amended services:

Approval of Amendment No. 2 to the Memorandum of Understanding (MOU) between Oakland Unified School District and The New Teacher Project (TNTP). Services are to be primarily provided to Programs for Exceptional Children for the school year of July 1, 2010 through June 30, 2011 and subsequent years through August 31, 2013. The Amendment No. 2 amends the budget for the 2010-2011 academic year in an amount not to exceed \$294,776.00.

2. **Terms (duration):** ☒ The term of the MOU is unchanged. ☐ The term of the MOU has changed.

If term is changed: The term of the MOU is extended by an additional \_\_\_\_\_ (days/weeks/months), and the amended expiration date is \_\_\_\_\_.

3. **Compensation:** ☐ The compensation is unchanged. ☒ The compensation has changed.

If the compensation is changed: The MOU price is amended by:

☒ Increase of \$ 294,776.00 to original MOU amount – Funding Source: Special Education

☐ Decrease of \$ \_\_\_\_\_ to original MOU amount– Funding Source: \_\_\_\_\_

The new MOU total is (☒ not to exceed) Six hundred four thousand, one hundred sixty seven  
dollars (\$ 604,167.00).

4. **Remaining Provisions:** All other provisions of the MOU, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:** ☐ There are no prior amendments to this MOU. ☐ This MOU has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	6/10/09	The MOU requires an annual budget update to the Board of Ed.	\$309,391.00
			\$
			\$

6. **Approval:** This MOU is not effective and no payment shall be made to Agency until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

☒ President, Board of Education

☐ Anthony Smith, Ph.D., Superintendent

☐

Secretary, Board of Education

AGENCY

Contractor Signature

Aniela Rozman, CEO

Print Name, Title

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## A M E N D M E N T # 2

This document is to amend the Agreement signed by the Oakland Unified School District (the "School District") and The New Teacher Project ("TNTP") on September 10, 2008, to establish an Intern Partnership Agreement for the Oakland Practitioner Teacher Program, a Teacher Education Alternative Certification District Internship Partner Program. This memorandum provides a clarification of the budget for services to be performed during the school year 2010-2011 and subsequent years of the program, through August 31, 2013.

This memorandum does not affect the existing contract for the Oakland Teaching Fellows and Middle School Model Staffing Initiatives programs signed by the Oakland Unified School District (the "School District") and The New Teacher Project ("TNTP") on November 18, 2009. Additionally, all other portions of the September 10, 2008 Agreement for the Oakland Practitioner Teacher Program, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated. Finally, The New Teacher Project pursued and secured external funding to support the launch and first two years of operation of the Field Supervisor program, a successful support component for new special education teachers in the Oakland Practitioner Teacher Program. This funding provided the first two cohorts of new special education teachers in this District Internship Partner Program with targeted classroom observations, follow-up debrief conversations, and an ongoing relationship with and resources from veteran special education teachers with a track record of success in the District. This funding also allowed the District to pilot the Field Supervisor support structure and assess its effectiveness in ensuring that new teachers feel supported in a critical time for development, their first year in the classroom. Data collected from new teacher participants show that they overwhelmingly feel supported and that their Field Supervisors are important factors in increasing their effectiveness as teachers; supporting the continuation of this structure as an integral program component.

The development and support of outstanding special education teachers aligns with key District priorities of teacher quality and retention, and student achievement in special education.

### Services

A. TNTP will provide the following services to OUSD's Programs for Exceptional Children:

#### I. Program accreditation and registration

- (a) Coordinate with OUSD and the California Commission on Teacher Credentialing to continue to ensure that the program meets ongoing accreditation requirements as an approved District Internship leading to a preliminary credential. The program is currently Commission-approved to grant Intern and Preliminary credentials to new special education teachers for both mild-moderate and moderate-severe settings. TNTP will work with OUSD and the Commission to register programs in other subject areas of need as determined by the District; and
- (b) Continue to maintain a relationship with an institution of higher education who can provide coursework leading to a professional credential.

## II. Program implementation

- (a) Assign a staff resource to manage the development and implementation of the program;
- (b) Recruit, select, and train high quality practitioners to serve as Content Seminar Leaders and Field Supervisors for the 2010 – 2011 school year;
- (c) Continue to develop and implement tracking systems to be utilized in evaluation of certification effort and future goal-setting; and
- (d) Prepare for the admission of 50–65 program participants who meet all admission requirements and successfully complete pre-service training through Oakland Teaching Fellows or Teach for America.

### B. To facilitate the services to be provided by TNTP hereunder, OUSD agrees to:

- (i) Provide, prior to commencement of services, TNTP with office space, including desks, computers, and phones, sufficient for one full-time TNTP employee, at no cost to TNTP;
- (ii) Provide TNTP with the facilities and services, including, without limitation, internet access, local telephone service, fax machines, printers and photocopiers necessary for TNTP to perform the consulting services set forth in the above section, at no cost to TNTP;
- (iii) Designate an appropriate OUSD official as the contact person for TNTP with respect to all matters relating to this MOU including substantial involvement in curriculum development including requirements meetings, review of drafts, and possibly pilot delivery;
- (iv) Ensure that the appropriate OUSD staff members are assigned to work on this project, including participating as field supervisors, and that they have sufficient means to do so;
- (v) Cooperate, and ensure that the OUSD personnel cooperate, with TNTP in order to facilitate the performance of the services described herein;
- (vi) Provide TNTP, upon request, with any data reflecting impact of Oakland Practitioner Teacher Program participants on student achievement for whatever period such data are available;
- (vii) Provide TNTP with access to OUSD personnel, including school principals, and data for a reasonable period of time following termination of the Agreement for the purpose of conducting a post-project evaluation; and
- (viii) Provide or procure access to facilities appropriate for content seminar meetings, including relevant facility usage costs and fees, at no cost to TNTP.

This scope of work shall continue through August 31, 2013, unless otherwise Amended and agreed upon between the two parties.

### Budget

The following budget reflects the costs of projected participant enrollment in the 2010 – 2011 Oakland Practitioner Teacher Program. The District anticipates serving 50–65 total participants. The total cost of the program to serve 50–65 participants is \$557,276 (the “program fee”). The cost to the District shall be offset by participant tuition of \$3,500 per participant, which shall continue to be paid directly to The New Teacher Project by participants. The cost to the District shall be further offset by the annual state funding provided for intern programs. Although dependent upon participant tuition and available state funding, as mentioned, the anticipated District contribution for the 2010–2011 program is \$294,776.

The District shall pay half of its contribution to the program fee to TNTP (\$147,388) by October 1, 2010, and the second half (\$147,388) of its contribution to the program fee by March 1, 2011. When the District receives the state money for the intern program, the District shall send those funds to TNTP within 30 days. Regardless of the amount or timing of any state funding contribution to the program, the District shall pay to TNTP the two program fee payments as outlined here, by October 1 and March 1.

In subsequent years of the work, fees and expenses shall increase by 5% year over year, assuming the same scope of work as described in the Agreement and in this Amendment. Should The New Teacher Project and the District change the scope of work between the two parties, The New Teacher Project shall submit an updated budget for approval.

#### Termination

- (a) If a party feels that the other has failed to uphold its responsibilities under this agreement, the party agrees to provide written notice of complaint to the other party and to provide a 30-day window for the failure to be remedied following the delivery of the written notice. Both parties agree that if the asserted failure has not been cured to the reasonable satisfaction of the party providing the written notice, but reasonable attempts are made and documented in writing, said party will have an additional opportunity to cure for a period of 30 days following the expiration of the initial 30-day period. If the problem has not been remedied to the satisfaction of the party providing written notice of the failure, the party may elect to terminate the agreement in accordance with its provisions. The work shall continue in subsequent years by the mutual consent of both parties.
- (b) Either party may terminate this agreement immediately if it receives notice that the OPTP has lost program accreditation.

#### Relationship of the Parties

OUSD and TNTP intend that an independent contractor relationship be created and maintained, and nothing herein will be construed as creating an employer/employee relationship, partnership, joint venture or other business group or concerted action. OUSD will have no responsibility with respect to TNTP personnel to comply with federal, state and city withholding requirements pertaining to taxes, workers' compensation, social security, unemployment compensation, disability and other insurance requirements and obligations imposed on an employer of personnel and will not withhold monies from the payments made to TNTP with respect to the same. OUSD will not cover TNTP personnel under any pension or other fringe benefit offered to OUSD employees. OUSD will have no responsibility for incidents of employment or other actions or inactions by TNTP. The parties acknowledge that the individuals recruited and trained pursuant to this MOU will not be employed by TNTP.

#### Intellectual Property Protection

OUSD and TNTP acknowledge that title to and ownership of all work products and deliverables created by TNTP pursuant to this MOU shall vest solely in TNTP. OUSD may use any deliverables provided hereunder solely in connection with OPTP, and TNTP hereby grants

to OUSD a non-exclusive license to use such deliverables for such purposes during the term of this Agreement. Except for the license rights expressly granted in the previous sentence, TNTP shall own and retain ownership of its existing intellectual property, the deliverables and all intellectual property developed hereunder, and OUSD agrees not to transfer, share, license or sell such materials to any other school district or entity under any circumstances without the prior written consent of TNTP. This section shall survive the termination of this MOU.

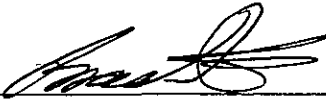


# The New Teacher Project

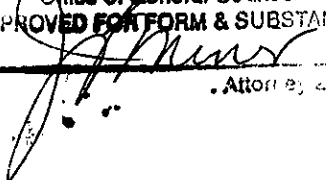
[ SIGNATURES PAGE ]

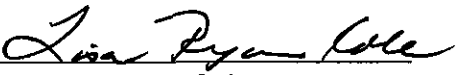
The parties agree to this Amendment to the original Agreement to be executed as of \_\_\_\_\_.

OAKLAND UNIFIED SCHOOL DISTRICT


By:   
 Name: Brad Stam  
 Title: Chief Academic Officer

OAKLAND UNIFIED SCHOOL DISTRICT

OAKLAND UNIFIED SCHOOL DISTRICT  
 Office of General Counsel  
 APPROVED FOR FORM & SUBSTANCE  
 By:   
 Attorney General

By:   
 Name: Lisa Ryan Cole  
 Title: Executive Director, Programs for Exceptional Children

THE NEW TEACHER PROJECT, INC.

By:   
 Name: Ariela Rozman  
 Title: Chief Executive Officer

File ID Number: 10-1593  
 Introduction Date: 10-14-10  
 Enactment Number: 10-1228  
 Enactment Date: 6-23-10  
 By: AR

# **MEMORANDUM OF UNDERSTANDING** **AMENDMENT ROUTING FORM**

## **Basic Directions**

**Services beyond the original MOU cannot be provided until the amendment has been fully approved and the Purchase Order amount, if applicable, has been increased by Procurement.**

1. Agency and OUSD contract originator reach agreement on modification to original MOU.
2. Agency and OUSD contract originator complete amendment together.
3. If MOU total amount has increased, OUSD contract originator creates new requisition.
4. OUSD contract originator submits amendment packet for approval within two weeks of creating the requisition.

When the MOU amendment is approved, Procurement will add additional funds to the original Purchase Order.

*The Legal Department must review and approve all amendments that do not use the OUSD template MOU Amendment form.*

## **Agency Information**

Agency Name	The New Teacher Project			Agency's Contact Person	Ariela Rozman
Street Address	186 Joralemon Street, Ste. 300			Title	CEO
City	New York			Telephone	718-233-2800
State	NY	Zip Code	11201	Email	arozman@tnp.org
OUSD Vendor Number					
Attachments	<input checked="" type="checkbox"/> MOU amendment <input type="checkbox"/> Scope of work, if changed <input type="checkbox"/> If additional consultants will be working on site, attach agency letter verifying additional consultants have met the Fingerprinting/Background Investigation and have a negative tuberculosis status.				

## **Compensation – Must be within OUSD Billing Guidelines**

Original MOU Amount		Original PO Number	
Amended Amount	294,776	Amendment Requisition Number	
Total Amended MOU Amount	294,776		

## **Budget Information**

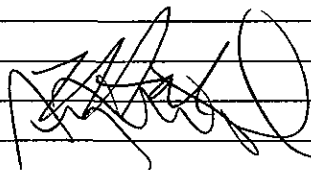
Resource Name	Org Key #	Object Code	Amount
ARRA Stimulus	975 3313 101	5825	294,776
		5825	

## **OUSD Contract Originator Information**

Name of OUSD Contact	Lisa R. Cole	Email	cristina.magpantay @ousd.k12.ca.us
Telephone	879-8222	Fax	
Site/Dept. Name	Special Education		

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

Additional services above original MOU amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement. Signing this document affirms that to your knowledge additional services were not provided before the amendment was approved.

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator or SO Manager			
2. Resource Manager, if applicable (e.g. State and Federal, Oakland SUCCESS)			
3. Network or Executive Officer			
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			
5. <i>Superintendent</i>			6/9/10
Legal – Required if not standard MOU Amendment			
Procurement	Date Received		