Memorandum of Understanding

This is a **Memorandum of Understanding** (the "MOU"), dated as of 5/22/14 (the "Effective Date"), between We Teach Science Foundation ("WTS"), a California nonprofit corporation and the San Leandro Unified School District (the "District"), a school district.

Background

WTS aims to inspire K-12 students to excel in math and science. WTS believes students' interest and corresponding academic achievement in math and science can be dramatically improved when they work long-term with a science, technology, engineering, and math ("STEM") mentor who has a love for the subject. In line with this belief, WTS has developed a Remote Tutoring and Mentoring Program (the "Program"). The Program pairs struggling students with mentors from STEM professions as math tutors. The student and mentors meet once a week for one hour during the school day via web-based, interactive whiteboards and audio-visual connection software. WTS and the District desire to work together to execute the Program in the District's schools.

WTS and the District agree as follows:

1. Program

1.1 Responsibilities. WTS and the District's respective Program responsibilities are set out in **Exhibit A**. WTS and the District will perform those responsibilities as well as the other responsibilities described in this MOU. WTS and the District will each carry out their respective Program responsibilities in a diligent and professional manner and in accordance with applicable law and any funding or other contracts relating to the Program.

1.2 Demographic and Academic Information. The District will provide all of the data specified in **Exhibit A** to WTS with respect to Program participants and non-participants. Unless stated otherwise in **Exhibit A**, the District will provide this data once for the academic year that the Program is active and once a year for four academic years after the completion of the Program.

1.3 Confidentiality. In working together on the Program, WTS and the District may share sensitive information with one another, including information about students and other matters. If WTS and the District have not signed a separate confidentiality agreement, WTS and the District will each use the other party's Confidential Information (defined below) only in connection with activities under this MOU and will keep this information confidential from all parties outside of the Program. "Confidential Information" means any and all non-public information regarding WTS or the District, including, without limitation, information regarding students as set out in **Exhibit A**. Confidential Information does not include information that (i) is aggregated without identifying personal student information as part of the Program's assessments reports; (ii) is or becomes generally available to the public other than as a result of a disclosure by the receiving party; (iii) was known by the receiving party prior to being furnished to the receiving party by or on behalf of the furnishing party; (iv) is or becomes available to the receiving party on a non-confidential basis from a source other than the furnishing party; (v) is independently developed by the receiving party; or (vi) is generally disclosed by the furnishing party to third parties without a duty of confidentiality on the part of third parties. All Confidential Information furnished under this MOU is and will remain the property of the furnishing party.

1.4 MOU Contacts. WTS and the District will each appoint one individual to act as the principal contact person with respect to this MOU and Program operation. The initial appointees are identified in **Exhibit A**. Each of WTS and the District may specify a new such person through providing written notice to the other party.

1.5 License. In carrying out the Program, WTS may share proprietary know-how, methodologies, documents and other materials with the District. WTS grants to the District a royalty-free, non-exclusive, non-transferable, non-sublicenseable, and revocable license to use such WTS material for purposes related to the Program. WTS retains all right, title, and interest in any proprietary know-how, methodologies used or shared, internal materials shared, or audio-visual material created in carrying out the Program.

1.6 Responsibility for Own Actions. WTS and the District will each have sole responsibility for the planning, management, and implementation of its own activities relating to execution of the Program, including, without limitation, managing its Program budget, hiring, assigning, and managing employees, and paying expenses. WTS and the District will each be responsible for acquiring and maintaining funding for their respective responsibilities under the Program.

2. Communications

2.1 Program Data Collection. WTS collects, analyzes, and disseminates data about the Program. Such work is intended to allow WTS to evaluate the effectiveness of the Program, comply with external reporting obligations, and carry out its communication activities. The District will cooperate with WTS, its affiliates, donors, connected research organizations, and any other third parties engaged by WTS (including AT&T Foundation) in its data collection and analysis in connection with WTS's evaluation of the Program's design, execution, and outcomes.

2.2 Publicity. Subject to Section 1.3, WTS and the District may issue press releases and other public statements (including statements on any website) relating to the Program, including disclosures reporting the Program results or outcomes.

3. Termination

3.1 Expiration. This MOU will expire five years after the Effective Date, unless terminated under any of the other provisions of this Section 3. This MOU will automatically renew on the date of expiration for successive additional five year terms unless either WTS or the District gives the other written notice of termination at least ninety (90) days prior to the expiration of the then-current term. WTS and the District understand and agree that neither is or will be, as a result of entry into or performance under this MOU, obligated to continue this MOU past any particular expiration date.

3.2 Mutual Agreement. This MOU may be terminated by a writing signed by both WTS and the District which states their intent to terminate this MOU and the date upon which such termination will take effect.

3.3 Termination for Breach. If either party materially breaches any of its obligations under this MOU, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within fifteen (15) days after receipt of such notice, the non-breaching party may terminate this MOU upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice to the breaching party. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

3.4 Effect of Termination. Upon the expiration or termination of this MOU, WTS and the District will promptly cease any use of any of the other's materials, hardware, equipment, names, logos, and other marks. If the MOU terminates, WTS and the District will cooperate in transition activities and will use reasonable efforts to minimize interruption and any adverse impacts of the termination. Sections 1.3, 2.2, 3.4, and 4 will survive the expiration or termination

of this MOU. Section 1.2 and 2.1 will survive termination for five years after the termination of this MOU.

4. General Provisions

4.1 Entire Agreement; Amendment This MOU, together with **exhibits A**, is the entire agreement between WTS and the District and supersedes any and all prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing and communications relating to the same subject matter. This MOU may be modified only as stated in a writing signed by both parties which recites that it is an amendment to this MOU.

4.2 Severability and Waiver. If any provision in this MOU is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver under this MOU must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this MOU will not be considered a waiver of any later breach or of the right to enforce any provision of this MOU.

4.3 No Third Party Beneficiaries. This MOU is for the exclusive benefit of WTS and the District and not for the benefit of any third party including, without limitation, any student in the Program or employee of WTS or the District.

4.4 Independence. WTS and the District are and will remain independent contracting parties. The arrangements contemplated by this MOU do not create any partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither WTS nor the District has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term “partner” or comparable term in any communications is solely for convenience.

4.5 Notices. Notices and consents under this MOU must be in writing and delivered by mail, courier, email, or fax to the addresses set out in **Exhibit A**. These addresses may be changed by written notice to the other party. Notice given in the manner provided by this section will be considered given two business days after deposit in the mail, or the first business day after delivery to a courier or delivery by fax or e-mail.

4.6 Governing Law. This MOU is governed by California law.

4.7 Counterparts. This MOU may be executed in two or more counterparts, each of which will be deemed an original and all of which will be deemed to be one and the same instruments.

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WTS and the District signed this MOU as of the Effective Date.

We Teach Science Foundation:	**SAN LEANDRO UNIFIED SCHOOL DISTRICT:**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A

Program Responsibilities

WTS Responsibilities. WTS will perform the following:

a. Recruit, screen, and train mentors for the Program
b. Match individual students with a mentor
c. Coordinate and lead a mentor-student orientation session at the beginning of the Program
d. Create a “parent packet” document that includes a Program description, sets out expectations for students, and seeks a waiver of liability, among other things, to be distributed by the District to parents of participating students
e. Host and maintain a web-based system for remote tutoring sessions
f. Provide up to 30 pen-based tablets for each participating school
g. Record all remote tutoring sessions (virtual whiteboard, voice, and, in some cases, video)
h. Make session recordings available to participating students and mentors via restricted login and password access
i. Store all session recordings on a secure server for at least 5 years
j. Provide a program coordinator(s) dedicated to support the Program generally for the District and supervise in person all remote tutoring sessions in the classroom
k. Create a post-program report summarizing aggregated student data and outcomes for the District’s students

District Responsibilities. The District will perform the following:

a. Host the mentor-student orientation session at the beginning of the Program at each of the District’s schools participating in the Program
b. Provide the allocated number of students that qualify (Underperforming students as measured by Standardized Tests; over 50% of students qualify for Free and/or Reduced Lunch programs) for the Program
c. Ensure students remain in the RTM program for the entire school year
d. Distribute and secure signatures on the "parent packet" document to the parents of participating students
e. Purchase headsets with microphones and webcams for all students participating in the Program
f. Share an electronic copy of the textbook (Teacher’s Edition) with WTS
g. Keep secure and maintain the headsets in good, workable condition
h. Keep secure and maintain, in good, workable condition, the pen-based tablets provided by WTS
i. Restrict the use of the headsets and pen-based tablets only to students in the Program and only for Program purposes.
j. Provide and maintain classrooms or labs to host student participants during remote tutoring sessions
k. Provide each student in the Program with a computer with adequate broadband internet connection for each remote tutoring session. Ensure there are at least two spare computers available during each session in case of failure.

l. Dedicate one period (of at least 45 minutes) each school week as the remote tutoring period for each student participating in the Program
m. Assign an onsite teacher to monitor the students during every remote tutoring session
n. Time for RTM sessions will be allocated for the entire school year and will be at the same time and on the same day each week.
o. RTM Sessions will only be scheduled on Tuesdays, Wednesdays, or Thursdays.
p. Teachers will share weekly updates on classwork, homework, and tests with the Vendor
q. Teachers will provide Vendor with progress reports (template provided by Vendor) on participating students every 4-6 weeks during the RTM Program

Data Provision

Demographic and Academic Information

The District will provide all of the following data to WTS for Program participants (with student names and IDs attached) and non-participants (consistent dummy identifiers for longitudinal tracking).

Demographic Information

a. Gender of the student
b. Current grade level of the student
c. Ethnicity or race as self-identified by the student
d. Whether the student qualified for free or reduced lunch
e. Whether the student is designated as limited English proficient
f. Whether the student receives a special education accommodation

Academic Information

a. Course and section assignments for each participating student
b. Whether the student transferred school districts during the school year
c. The student's school attendance record during the school year
d. The student's record of suspensions and other behavior markers
e. The student's attendance and transfer record in the school
f. The student's reading assessment score
g. The student's course credits earned
h. The student's core course failures for each report card period
i. The student's Grade Point Average
j. Classroom assessment records each report card period for the entire academic year that the Program operates
k. All standardized test scores for the Program year and the prior year if available: Mathematics, English-Language Arts, and Science
l. Classroom assessment records for all incoming 9th grade students
m. All standardized test scores and classroom assessment records for 9th through 12th grade

WTS Principal Contacts

We Teach Science Contact Person	**Aragon Burlingham, Founder and President**
We Teach Science Contact Information	405 Primrose Road, Suite 200 Burlingame, CA 94010 (800) 956 – 1160 (fax) **[aragon@weteachscience.org]**

District Principal Contacts

San Leandro Unified School District Contact Person	
District Contact Information	**[District Name]** **[Address]** **[Fax]** **[Email]**