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MEMORANDUM OF UNDERSTANDING

Silicon Valley Education Foundation
and
San Leandro Unified School District
Elevate [Math]

This Memorandum of Understanding (MOU) serves as a facilitating document establishing an agreement between **Silicon Valley Education Foundation** (SVEF), located at 1400 Parkmoor Avenue, Suite 200, San José, CA and **San Leandro Unified School District** located at 835 East 14th St., Ste. 200 San Leandro, CA 94577 to implement SVEF's Elevate [Math] (Elevate [Math] from February 25- October 1, 2021)

All of the provisions of this MOU and any attached documents, project proposals, and/or addenda are subject to mutual agreement of the parties, and to review by the School District Superintendent, and when necessary, the School District's Board of Trustees. Parties to this MOU have the right to terminate this MOU and any addenda by informing the other party in writing three (3) months prior to the date on which termination will become effective.

Elevate [Math] Program Description:

The Elevate [Math] program is designed for incoming 3rd–10th grade students whose test scores (as measured by Smarter Balanced Assessment Consortium (SBAC or other objective measures) indicate they are nearly meeting their grade-level standards. The Programs frontload supplemental accelerated instruction in math readiness, so that students are able to successfully complete their next level math course.

Details of Elevate [Math] program can be found in Addendum I to this MOU.

Collaborative Successful Partnership Proposed Roles and Responsibilities:

SVEF agrees to:

- Provide the curriculum and professional development resources for effective implementation of the curriculum specifically aligned and designed to meet grade-level Common Core State Standards (CCSS).

- Market the Program(s) to foundations, corporations, businesses, and individuals in an effort to obtain partial funding for the Programs.

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- Provide financial contributions as outlined in the "Class Agreement Breakdown" table on page 4 of this MOU. School District will pay for programs prior to the start of the Elevate [Math] Programs.

- Provide project management staffing to assist as needed with the following:
    - student recruitment;
    - teacher recruitment;
    - setting meetings;
    - tracking execution of the Programs; and
    - handling financials.

- Assist districts with TB and fingerprinting logistics of volunteers. School District may elect to have SVEF assume the responsibility of fingerprinting and paying teachers.

- Recruit and train college mentors to enhance college curriculum and to provide inspiration and encouragement to students to aspire to attend college.

- Organize the pre- and post-assessments and surveys, prepare reports on the Programs, track overall student achievement gains, and gather student efficacy survey results to share with the School District and funders.

- Collect student emergency contact information and provide safety guidelines for the classroom and online environment.

- Provide access to required online tools.

- Work with the School District to develop a school year follow up and ongoing summer interventions in order to maintain student achievement gains and motivation for preparing for college.

- Recruit and train corporate volunteers to enrich the classroom experience and provide STEM or Career Inspiration Workshops.

- Organize a College Day experience for high school students only (E[M] 9-10+).

- Work with teachers to organize and promote End of Program celebrations for each class.

- Host site visits to provide donors and/or partners the opportunity to observe an Elevate [Math] classroom session. Visits may include student and staff photo releases.

School District agrees to:

- Appoint a School District representative to serve as the primary liaison for SVEF, with whom Program coordination can be managed—including student/teacher recruitment and logistics of the Programs. The School District representative agrees to respond to requests for information, feedback, and other communications in a timely manner.

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- The School District agrees to use the enrollment form created by SVEF and will scan any completed forms to elevate@svef.com. If the School District elects to use its own enrollment form, the School District will be responsible for manually entering the hardcopy forms into Elevate [Math]'s online enrollment system. SVEF will not accept scanned forms that do not use the SVEF enrollment template.

- Communicate the policy/procedures for handling student behavior and absence during the summer Programs. The School District will provide SVEF the name of the person responsible.

- If in person, provide basic classroom facilities as outlined in Addendum II to this MOU.

- Provide the financial contribution to the Programs as outlined on page 4 of this MOU unless the class is canceled for reasons beyond the School District's control.

- Appoint a School District representative to serve as the data liaison to SVEF who will provide required data in a timely manner as outlined in Addendum V, VI and VII to this MOU.

- Assist in recruitment of teachers for their Program sites. Teachers may be paid through SVEF contract (simplifying the role of the School District) or through traditional School District processes. The preference will be outlined on page 4 of this MOU.

- Provide TB verification and proof of sexual harassment training for your district recruited teachers. (Human Resources)

- Assist in finding substitutes if SVEF is unable to provide cover.
    - SVEF will pay substitute if SVEF is the teacher's paying agent.
    - School District will pay substitute if School District is the teacher's paying agent.

- Ensure that all teachers participate in the curriculum and professional development training and Professional Learning Communities (PLCs). Teachers' pay will be deducted for missed professional development or PLCs.

- Assist in recruitment of full classes of students to participate in the Programs.

- Support the administration of assessment to Elevate [Math] students and all pre/post surveys.

- Work with SVEF to develop school year follow up and ongoing summer interventions in order to maintain student achievement gains and motivation for preparing for college. SVEF collects placement and success data on all alumni students from third grade through completion of high school.

- Commit to placing students who have successfully completed Elevate [Math] into the appropriate grade-level course for the following school year.

- Identify a representative from the School District's IT department to support the Programs' connection to the internet and ensure that computers/devices are provided for each student to

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use during the Programs. This includes whitelisting and access to Youtube.com, Desmos, Google Classroom, Zoom, Nearpod etc. SVEF will provide the full list. Agree to use SVEF's Zoom account or a district provided Google Meets account.

- Allow SVEF to host visits by donors and/or partners with the purpose of observing an Elevate classroom session and/or presenting a hands-on STEM Workshop.

Class Agreement Breakdown:

	# of Classes	**Total Cost** ($16,000 per class)	**District Contribution**
Elevate [Math] 3	**2**	**$32,000**	**$16,000**
Elevate [Math] 4	**2**	**$32,000**	**$16,000**
Elevate [Math] 5	**3**	**$48,000**	**$24,000**
Elevate [Math] 6	**3**	**$48,000**	**$24,000**
Elevate [Math] 7	**1**	**$16,000**	**$8,000**
Elevate [Math] 8	**1**	**$16,000**	**$8,000**
Elevate [Math] 9	**1**	**$16,000**	**$8,000**
Elevate [Math] 10+	**1**	**$16,000**	**$8,000**
Total	**14**	**$224,000**	**$112,000**

☐ **SVEF will be responsible for paying teachers and fingerprinting**

☒ **District will be responsible for paying teachers and fingerprinting and…**
☒will or ☐will not invoice SVEF for payment of teacher
(SVEF will only reimburse up to $5700/ES or MS teacher or $7200/HS teacher)

Please provide a contact with whom to follow up with any billing questions.
Finance contact: Name: Joanne Clark Email: joanneclark@slusd.us

[*Signature Page Follows*]

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District Superintendent or Designee Signature:

Only the authorized agents or their offices listed below may make changes to this MOU and any future addenda, provided, however, that both parties mutually agree upon such changes in writing.

X_____ _____
Superintendent or Designee Signature Date

_____
Printed Name

District Data Personnel Signature:
By signing below, I acknowledge that I have read and understand the data exchange timeline and requirements and agree to meet the deadlines as outlined in Addendum VI and VII to this MOU or otherwise communicated by the VP of Elevate, Elevate Director or Elevate Program managers.

X DocuSigned by: Celine Liu ED00B2CA6D22430... 6/2/2021
Data Personnel Signature* Date

Celine Liu
Printed Name

SVEF Signature:

X DocuSigned by: Deb Negrete 2D7424B123A74FB... 6/2/2021
Deb Negrete Date
VP of Elevate Programs, Silicon Valley Education Foundation

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ADDENDA

Addendum I: Program Components

	Elevate [Math] 3-5	**Elevate [Math] 6-8**	**Elevate [Math] 9-10**
Grades	Rising 3rd-5th	Rising 6th-8th	Rising 9th-11th
Length	75 hours	75 hours	125 hours
Curriculum	Elevate [Math] (math and literacy)	Elevate [Math]	Elevate [Math]
Teacher PD	24 hours PD 6 hours PLC Coaching	24 hours PD 6 hours PLC Coaching	24 hours PD 6 hours PLC Coaching
Classroom Mentor	College Mentor (1:3)	College Mentor (1:3)	College Mentor (1:3)
College Awareness	-UC Berkeley College Curriculum	-UC Berkeley College Curriculum	-UC Berkeley College Curriculum -College Day Event
Growth Mindset	19 day curriculum	19 day curriculum	24 day curriculum
STEM/Career Awareness	-STEM Inspiration Workshop	-Career Inspiration Workshop -STEM Activity	-Career Inspiration Workshop -STEM Activity
End of Program	Celebration Party	Celebration Party	Celebration Party

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Addendum II: Facilities and Support for the Elevate [Math] Programs

If in person, School District agrees to provide the location and facilities for the Programs, including:

- Classroom setting for teachers to conduct instruction to students, such that adequate space is allocated for class size of up to twenty (20) students for E[M] 3-5 and thirty-five (35) students for E[M] 6-10+.
- A teacher-preparation and small tutoring space (could be a classroom).
- Access to computers and internet to support an entire class at one time.
- An outdoor space for students to have physical exercise and to mingle during breaks.
- Access for teachers to printers and photocopiers, including teachers who do not work in the School District during the school year.

If remote, The school District agrees to ensure every student and teacher has Internet and access to a device capable of running Zoom and another program.

If in person, The School District agrees to provide access to the following classroom equipment:

- Class Set of mini-whiteboards *or* plastic sheet protectors filled white copy paper
    - *Note:* If unable to provide either option, teacher can utilize clear plastic cover of the Elevate [Math] notebook
- Class Set of dry erase markers and erasers
- Class Set of iPads/Chromebooks/laptops, with access to the following domains:
    - YouTube, Google Classroom, Kahoot!, Desmos, Padlet (for Growth Mindset and College Information curricula**)
- Manipulatives (cm cubes, double-sided counters, etc)
- General Classroom Supplies, including:
    - Markers, pencils
    - Calculators, Rulers, scissors
    - Whiteout, blue tape, glue sticks
    - Paper clips, post-its
- Projector and/or Document Camera
- The following types of paper:
    - Colored Xerox paper (for small posters)
    - Construction paper (for larger posters)
    - Butcher paper
    - Patty paper (*8th grade only*)
- It is highly recommended that districts provide out-of-district teachers and all College Mentors with a temporary district email/Google account. This enables teachers and students to access a shared Google Classroom. If districts are unable to do so, Elevate [Math] will create an @elevatemath.com domain that must be whitelisted by the district for use by students and the teacher.

SVEF agrees to provide the following classroom materials:

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- A Gift Card provided to each teacher for extra supplies (including, but not limited to, snacks & incentives) and in-lieu of pizza party reimbursement
- Flip chart paper (1 per class) if in person
- Program materials, including:
    - Elevate [Math] Curriculum
    - Pre- and post survey and assessments
    - Core FALs and card sorts
    - College Readiness Curriculum
- Elevate [Math] student swag and materials, including, but not limited to:
    - Elevate [Math] Notebooks
- Grade-specific program handouts for parents
- End of program certificates

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Addendum III: Guidelines for Teacher Selection; Responsibilities

School District may request SVEF contract teachers directly and facilitate payment for service. School District may select credentialed teachers appropriate for the Programs and who support Program goals. The teachers should have strong math experience for the grade they will be teaching that summer. Teachers should complete SVEF's pre- and post-Program surveys to provide feedback in support of Program development.

If the School District cannot provide internal district teachers by February 28, 2021, SVEF will work with School District to interview and hire teacher(s) from outside the School District.

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Addendum IV: SVEF Professional Development

All teachers participating in the Elevate [Math] will be required to participate in:

- professional development;
- PLCs (except Elevate [Math] Plus);
- Elevate [Math] coaching program (except Elevate [Math] Plus); and
- Elevate [Math] effectiveness studies.

Teachers who miss any of the required trainings will have their pay deducted to reflect the time missed.

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Addendum V: Student Data and Tracking of Student Achievement

SVEF and the School District have partnered to examine students' academic trajectories toward college readiness, which includes preparation in mathematics. The partnership will assess the progress of students who participate in the Elevate [Math] Program through assessments (MAC/MARS), math course placement patterns, and a variety of metrics.

The specific exceptions to the Family Educational Rights and Privacy Act that allow SVEF to request and collect students' data from a district partner are as follows:

1. Studies exception, 34 C.F.R. Section 99.31(a)(6): Elevate [Math] uses education data for studies to improve instruction.
2. Audit or evaluation exception, 34 C.F.R. Sections 99.31(a) and 99.35: Elevate [Math] shares aggregated education data with funders.

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Addendum VI: Data Transfer Timelines

The timelines for data transfer are as follows:

Elevate [Math] Student Data Timeline

Elevate [Math] Student Data Timeline			
Task	**Request Date**	**Due Date**	**Data**
School District sends E[M] target student list based on criteria outlined in Addenda	November	January	Student Name
			10-digit State ID
			Middle/High School
			Last SBAC Scaled Score
			Parent/Guardian Name
			Parent/Guardian Phone
			Parent/Guardian E-Mail
SVEF provides Elevate Program Results at debrief meeting	n/a	August	Program Attendance
			Program Assessment Results
			Program Survey Results (if available)
School District sends current and former Elevate and Elevate Plus students school Math grade and SBAC results *each year until graduation*	August	September	Missing 10-digit State ID
			I-ready or similar benchmark
			SBAC Scaled Score (Grades 5-8, 11)
			Math Grades
			Middle/High School Attending

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Addendum VII: Confidentiality Requirements and Responsibilities of the Parties Relating to Student Data

Confidentiality:

A. SVEF agrees to preserve the anonymity of all persons and confidentiality of all data collected. SVEF agrees not to release data to any person or organization not involved in Program evaluation.

B. SVEF requests to share nameless student data with the following SVEF partner organizations that assist with program support and analysis: WestEd and Hispanic Foundation of Silicon Valley (HFSV). Non-specific student data means student names and other identifying personal information will not be shared with the program results. These partner organizations will not be able to name or identify any specific students.

C. No individual shall be identifiable in any reports, publications, or other documents created by SVEF from the use of data provided by the School District.

D. SVEF and its contractors shall maintain the confidentiality of all records in accordance with all applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality. These include, but are not limited to, the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 *et. seq.*), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

SVEF responsibilities:

SVEF shall:

A. use the data collected for evaluation of the Programs Elevate [Math] retain data in a place that is physically secure from access by unauthorized persons. SVEF agrees that any computer on which the data resides will be password protected at all times;

B. agree that no individual will be identifiable in any reports, publications, or other documents that are created; and

C. agree to provide a list of students with California State Identification Number (CSID) and or local student ID numbers for which the data has been requested.

School District responsibilities:

School District shall:

A. designate a contact person to facilitate communications between School District and SVEF for coordinating the data transfer activities necessary to carry out this MOU;

B. collaborate with SVEF, as needed, to facilitate the coordination of the data transfer; and

C. agree to participate in data sharing for the course of the MOU.