

Board Office Use: Legislative File Info.	
File ID Number	22-2030
Introduction Date	12/14/2022
Enactment Number	22-2089
Enactment Date	12/14/2022 er



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tara Gard, Chief Talent Officer

Meeting Date December 14, 2022

Subject **Grant Agreement - National Center for Teacher Residencies
Black Educators Initiative Grant – Talent/Human Resources**

Ask of the Board Acceptance by the Board of Education of the National Center for Teacher Residencies (NCTR) Black Educator Initiative (BEI) Grant Award for \$56,000 for the development and support of Black Oakland Teacher Residents, pursuant to the terms and conditions thereof, for the period July 1, 2022 through June 30, 2023.

Background NCTR’s \$56,000 investment in the Oakland Black Educator Initiative will support our ongoing efforts to remove financial barriers for our Black educators to enter the profession and become credentialed teachers, in service to students. These funds will help us to achieve our program goals related to the recruitment, development and retention of Black teachers to serve our schools and communities. There is a direct through line from highly-qualified educators to effective teaching to success and achievement for all children. Students must have highly qualified teachers every day if we are to address the education debt that is owed to our Black and Brown communities. To fulfill its mission, OUSD has been undertaking several Grow Our Own initiatives to improve teacher recruitment, retainment, and effectiveness. The Oakland Teacher Residency is a critical piece of our system-wide redesign work that will immediately impact thousands of students across Oakland’s public schools, and an investment in OUSD’s Black Educator Initiative will enable sustained access to highly qualified black educators.

**Additional
Fiscal Impact**

N/A

**Funding
Source(s)**

\$56,000 Grant from NCTR's Black Educator Initiative.

Attachment(s)

- Board Memo
- Grant Face Sheet
- Grant Agreement
- Letter of Award

OUSD Grants Management Face Sheet

<p>Title of Grant:</p> <p>NCTR Black Educators Initiative Grant</p>	<p>Funding Cycle Dates:</p> <p>07-01-2022 to 06-30-2023</p>
<p>Grant's Fiscal Agent: (contact's name, address, phone number, email address)</p> <p>Lourdes Reyes Lafon</p> <p>1332 N. Halsted Street, Suite 304, Chicago, IL 60642</p> <p>(312) 397-8878</p> <p>lreyes@nctresidencies.org</p>	<p>Grant Amount for Full Funding Cycle:</p> <p>\$56,000</p>
<p>Funding Agency:</p> <p>National Center for Teacher Residencies</p>	<p>Grant Focus:</p> <p>Support the sustainability of Black educators through the Oakland Teacher Residency Program</p>
<p>List all School(s) or Department(s) to be Served:</p> <p>Various elementary school sites across OUSD, with focus on schools serving Black students.</p>	

Information Needed	School or Department Response
--------------------	-------------------------------

<p>How will this grant contribute to sustained student achievement or academic standards?</p>	<p>Grant funds will be used to support the licensure process for Black educators who are committed to teaching in OUSD for four years upon completion,</p>
	<p>creating sustainable, affinity-based body of educators that reflect our student demographics.</p>
<p>How will this grant be evaluated for impact upon student achievement?</p> <p>(Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a communitybased fiscal agent who is not including OUSD's indirect rate of 4.22% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)</p>	<p>Using retention metrics for Black educators over the course of multiple years.</p>
<p>Does the grant require any resources from the school(s) or district? If so, describe.</p>	<p>OUSD has invested in funding a Coordinator position that oversees pathways and residency development. This is an in kind contribution from the district. We also may cover overhead costs if overhead costs for teacher residents' salaries are not covered completely by grant funds.</p>
<p>Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?</p> <p>(If yes, include the district's indirect rate of 4.22% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)</p>	<p>Services are supported by an OUSD funded grant</p>
<p>Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)</p>	<p>No</p>
<p>Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)</p>	<p>Name/Title: Sarah Glasband, Director, Recruitment and Retention</p> <p>Site: 944</p> <p>Address:</p> <p>Phone: (510) 517-7414</p> <p>Email: sarah.glasband@ousd.org</p>

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator			
Chief Academic Officer	Tara Gard		9/9/2022

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Senior Business Officer	Lisa Grant-Dawson		9/2/222
Superintendent	Kyla Johnson-Trammell		



BLACK EDUCATORS INITIATIVE CONTRACTOR AGREEMENT

Contractor: Oakland Unified School District
Amount: \$56,000
Term: July 1, 2022 - June 30, 2023

Agreement: This contractor agreement (the “Agreement”) is made and entered into as of July 1, 2022 (the “Effective Date”) between the National Center for Teacher Residencies (“NCTR”), a Massachusetts and Illinois not-for-profit corporation (“NCTR”) with offices at 1332 North Halsted St., Suite 304, Chicago, IL, and Oakland Unified School District (“Contractor”) with offices at 1000 Broadway Suite 300, Oakland, CA 94607 (collectively the “Parties”).

- I. **Engagement of Services.** Contractor agrees to work in partnership with NCTR to participate in NCTR’s Black Educators Initiative (BEI) to the fullest extent possible. Activities associated with BEI participation may include, but are not limited to:
 - a. Scholarships or stipends to offset tuition and training costs.
 - b. Emergency funds to help offset other expenses for Black residents including transportation, childcare, housing, food, and healthcare expenses.
 - c. Training costs and additional stipends for Black mentors.
 - d. Test prep expenses or licensure support for Black candidates.
 - e. Costs of establishing or supporting an existing pre-residency/summer placement experience for Black candidates.
 - f. Costs for residencies to hire recruiters to implement strategic recruitment strategies to increase the enrollment of Black residents.
 - g. Costs to establish or sustain affinity groups that build community and promote program completion for Black residents as well as retention of Black graduates.
 - h. Support for other strategies that you have successfully implemented that have resulted in recruiting, selecting, and retaining Black educators.
- II. **Evaluation.** Fully participate in NCTR’s BEI research and evaluation, as outlined in Appendix A.
- III. **Convenings.** BEI grant recipients will be required to participate in virtual BEI small and whole group convenings to share data, analyze their impact, communicate best practices, and develop resources that support work on their grants. Via Network learning experiences and other NCTR presentations and publications, participants will be

expected to share their takeaways, highlight the work of their programs, and activate learning and discussion about increasing the number and support for Black educators in residencies.

- IV. **Use of Funds.** Contractor may use the funds of this Agreement only for the purposes stated herein and must apply funds to the line items listed in a budget developed in partnership with NCTR. These budgets run from July 1, 2022 to April 30, 2023 (“budget cycle”) Specifically:
- a. All funds should be used for expenses approved by NCTR.
 - b. All unused funds should be returned directly to NCTR at the end of the budget cycle, unless NCTR grants a no-cost extension.
 - c. Contractor acknowledges that NCTR has not earmarked the funds or any portion for distribution to any individual other than as compensation for services rendered in furtherance of the contract purpose.

- V. **Payments, Reports, and Requirements.** Contractor will receive up to \$56,000 (the “Amount”) for use in the budget cycle. If the primary source of funds to support this Agreement is discontinued or becomes at risk for any reason, NCTR will terminate the Agreement. Contractor will receive funds in two installments according to the following schedule:

On or after signature of the Agreement	50% of the Amount
After successfully submitting a mid-year report	Up to 50% of the Amount

- d. **Reporting Requirements:** Contractor will be required to submit reports to NCTR on progress and challenges of proposed activities on the following dates:
 - i. Interim report due no later than December 23, 2022 for activities and expenses as of November 30, 2022.
 - ii. Final report due May 12, 2023 for activities and expenses as of April 30, 2023 (the end of the budget cycle).
- e. **Network Participation Requirement:** Contractor is required to fully participate in Network programming between July 1, 2022 and June 30, 2023. Should Contractor end their Network partnership with NCTR at any point during the term of the Agreement, NCTR will terminate this Agreement.

- VI. **Term/Termination.** The Term of this Agreement begins on the Effective Date and will continue through June 30, 2023, unless sooner terminated under the terms of this agreement. This Agreement may be terminated by either Contractor or NCTR immediately upon written notice if (i) Contractor or NCTR, or anyone acting on either party’s behalf engages in any conduct which is criminal or would, in the reasonable opinion of NCTR or Contractor, tend to damage the reputation of the party or (ii) Contractor or NCTR defaults on its obligations in Sections I, II, III, IV or V, and fails to correct such default within 15 days of receiving notice of such breach.

- VII. **Notice.** All notices under this Agreement shall be in writing and directed to persons and addresses identified for such parties below. Notices shall be deemed effective upon receipt. Either party may change such notice information by written notice to the other in accordance with this Section.

Notice to NCTR shall be given to:

Kathlene Campbell, Chief Executive Officer
National Center for Teacher Residencies
1332 North Halsted St., Suite 304
Chicago, IL 60642

Notice to Contractor shall be given to:

Zaia Vera, Co-Founder, Oakland Teacher Residency
Oakland Unified School District
1000 Broadway Suite 300
Oakland, CA 94607

VIII. **Limitation on Liability.**

- a. NCTR shall not, nor shall its employees, affiliates, representatives or agents, be liable to the Contractor for any claims, liabilities, actions, suits, judgments, fines, losses, injuries, damages, costs or expenses (collectively, "Losses") arising out of or connected to the provision of services under this Agreement, other than any Losses caused by the gross negligence or willful misconduct of NCTR in connection with the provision of the services under this Agreement. The Contractor hereby waives all rights to recover against NCTR for any Losses to its tangible personal property (whether owned or leased) from any cause, which is covered by insurance maintained by the Contractor, including respective deductibles or self-insured retentions. The Contractor agrees to maintain insurance in respect of such tangible personal property, in such amounts, with such deductibles and against such risks and losses that it deems reasonably necessary or appropriate; and
- b. NCTR does not make any representations or warranties, express or implied, regarding the merchantability, suitability, originality, fitness for a particular use or purpose or results to be derived from the use of any materials, deliverables or services provided under this Agreement. NCTR does not guarantee that any work product or deliverable hereunder will be error-free.

IX. **Indemnification.**

- a. Each of NCTR and the Contractor will indemnify, defend and hold harmless the other party, its officers, directors, employees and agents, against any third-party

claims and all resulting liabilities, losses and costs (including reasonable attorneys' fees and settlement costs) arising out of (1) any gross negligence, willful misconduct or breach of this Agreement by the indemnifying party, and (2) any conduct related to the matters contemplated by this Agreement by the indemnifying party that is outside the reasonable control of the indemnified party, including but not limited to the indemnification of NCTR for claims arising in connection with Contractor's operation of the Residency Program; and

- b. Each party will give the other prompt notice of any claim subject to indemnification hereunder. The indemnifying party shall have the right to control the defense of any claim subject to indemnification hereunder. The indemnified party may participate in such defense at its own expense.

- X. **Relationship of parties.** Both parties understand and agree that no partnership, joint venture, or agency relationship is created hereby. Each party shall be conclusively deemed to be an independent contractor and not under the control or supervision of the other.
- XI. **Assignment.** Neither this Agreement, nor any of the rights or obligations under or relating to this Agreement, may be assigned by either party without the other party's written consent. Any unauthorized assignment is null and void.
- XII. **Modifications or waiver.** This Agreement (a) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and (b) may only be modified, amended or supplemented by the written agreement signed by each of the parties hereto. No waiver of any provision of this Agreement shall be effective unless explicitly set forth in writing and signed by the party providing such waiver (an "Effective Waiver"). No Effective Waiver by any party shall operate, or be construed, as a waiver in respect of any failure, breach or default not expressly identified by such Effective Waiver, whether of a similar or different character and whether occurring before or after a party's delivery of the Effective Waiver. No failure to exercise or enforce, or delay in exercising or enforcing, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver of such right, remedy, power or privilege; nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege hereunder by a party preclude such party's further or other exercise or enforcement thereof or exercise of or enforcement of any other right, remedy, power or privilege. The waiver of any provision of this Agreement shall not prevent such party from subsequent enforcement of that provision.
- XIII. **Entire agreement.** This Agreement sets forth the entire agreement and understanding between the parties relating to the subjects covered herein, and supersedes and merges all prior discussions and agreements among them. No representations of any kind have been made and no understanding or agreement has been made other than as set forth herein. This Agreement is for the benefit of Contractor and NCTR only, and will not be deemed to create any right of, or liability to, any third party.

- XIV. **Governing law: choice of forum.** In the event that any dispute or controversy arises out of or relating to this agreement, the parties agree to attempt to resolve such dispute initially through a Meet and Confer via telephone conference. The Meet and Confer shall be held promptly between the parties including individuals with decision-making authority regarding the dispute, to attempt, in good faith, to negotiate a resolution of the dispute or controversy. If the dispute or controversy is not resolved through the Meet and Confer, then it shall be resolved by mediation. The mediator shall be certified and agreed to by both parties.
- XV. **Confidentiality.** In the course of performing under this Agreement, each party may be exposed to information and data about the other party, including, but not limited to, Contractor assessment and evaluation data and the NCTR Materials (“Confidential Information”). Each party, using the same standard of care that it uses to protect its own Confidential Information from disclosure, agrees to hold the Confidential Information of the other party confidential and to not disclose to others, whether directly or indirectly, without prior written consent of the non-disclosing party, all such Confidential Information, and will limit its use of such Confidential Information to performance of the services under this Agreement. This obligation does not apply to information, which is in the public domain prior to commencement of this Agreement, or at a later date through no fault of the receiving party, which is disclosed to the party’s attorneys, accountants, lenders, representatives and other advisers, so long as each applicable representative or advisor agrees to keep such information confidential or is subject to a legal, ethical or contractual duty of confidentiality to the disclosing party, or which party is obligated to divulge by operation of law, including subpoena. All Confidential Information is and shall remain the property of the owning party and shall be returned to that party upon the completion or termination of this Agreement.
- XVI. **Intellectual Property.** NCTR’s name and logos and all related trademarks, trade names, and other intellectual property, whether registered or not, and the goodwill associated therewith, are the valuable property of NCTR and all the rights thereto are and shall remain the sole and exclusive property of such other party, except as may be granted pursuant to the express prior written consent of NCTR.
- XVII. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns; and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- XVIII. **Headings.** The headings of the Sections and subsections of this Agreement are for ease of reference only and shall not affect the interpretation of this Agreement.
- XIX. **Counterparts: Electronic Execution and Delivery.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be considered one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall

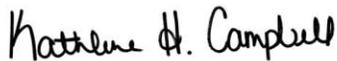
be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

- XX. **Severability.** Each provision of this Agreement shall be considered severable, and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined by a court of competent jurisdiction to be invalid, unenforceable or contrary to existing or future applicable law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those provisions of this Agreement which are valid, enforceable and legal. In that case, this Agreement shall be construed so as to limit any term or provision so as to make it valid, enforceable and legal within any applicable law, and, in the event such term or provision cannot be so limited, this Agreement shall be construed to omit such invalid, unenforceable or illegal provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective on the date first above written.

National Center for Teacher Residencies,
Inc.

Oakland Unified School District



By: _____
Kathlene Campbell
Chief Executive Officer

By:  _____
Gary Yee
President, Board of Education, Oakland
Unified School District 12/15/2022


Kyla Johnson Trammell
Secretary, Board of Education, Oakland
Unified School District 12/15/2022

Approved as to form by OUSD Attorney Carrie Rasmussen on 11/15/22



APPENDIX A

BEI Evaluation Plan and the Role of Partner Programs

With the Black Educators Initiative (BEI), NCTR intends to recruit and retain 750 black educators to better serve the needs of students and their communities. Measuring and evaluating this initiative will allow NCTR and partners to demonstrate the impact of the investment, improve and codify residency programming with an increased focus on race, equity, and inclusion, and ultimately, advance the residency movement. Additionally, research on this initiative will capture emerging practices that can inform national efforts to recruit and retain black educators as well as elevate and amplify the voices of black educators and students of color. To achieve these ambitious goals, your program's full participation in NCTR's Research and Evaluation efforts as part of the BEI is critical. Throughout the initiative, NCTR will request various quantitative and qualitative data from your program and of your stakeholders, while ensuring the privacy and protection of residents' and other stakeholders' data. NCTR commits to maintaining stakeholder confidentiality and anonymity.

What data will be collected from the program?

Many of the BEI related data collections are already a regular part of your NCTR partnership. New items and collections are discussed in detail below. Programs are expected to gather and share:

1. Annual Data (REQUIRED)
2. Mid- and End-Year Surveys (REQUIRED)
3. Virtual Focus Groups and Interviews (REQUIRED) Consideration/Viability of Student Surveys

NCTR's Role

NCTR will initiate contact throughout the year to make data collection requests. NCTR will send out all stakeholder surveys to residents, mentors, principals, and graduates associated with this initiative. NCTR will also provide technical assistance to your program throughout the year to support your program in our data validation and collection efforts.

Program's Role

Each participating program will participate in all data collections outlined above, to monitor progress throughout the year and help NCTR target our support to programs. We expect your support to ensure high participation rates on surveys and any other data collection. Programs will need to track resident, mentor, and graduate outcomes disaggregated by race and gender, with support from NCTR, particularly for annual data and gateway assessment pass rates. NCTR's technical assistance is intended to ensure that all data are successfully collected.

1. **Annual Data (REQUIRED)**

The annual data collection occurs September/October each year. In addition to the required data, BEI recipient programs are expected to share resident, mentor, and graduate data disaggregated by race. Specifically:

- a. The number of black applicants
- b. The number of black residents accepted
- c. The number of black resident enrollees
- d. The number of black mentors
- e. The number of black graduates, overall and
 - i. hired by the district
 - ii. hired into Title I schools
 - iii. certified/licensed in STEM
 - iv. certified/licensed in ELL
 - v. certified/licensed in SPED
- f. Comparison data for other racial/ethnic groups

2. Mid- and End-Year Perception Surveys (REQUIRED)

BEI recipient programs participate in both Mid- and End-year perception surveys for residents, mentors, principals, and graduates (only residents and mentors are surveyed mid-year). Mid-year surveys are administered in November-January and End-Year surveys are administered April-June, based upon the program's preference. Programs would provide all contact information for these stakeholders to the Data and Impact team, including identifying the mentor and training site for each resident, at least five days prior to survey administration, using the [template](#) provided by NCTR. This template must be updated from Mid-year to End-year administration, at least five days prior to administration. NCTR will send out all surveys to individuals, to be able to follow up with individuals who have NOT completed the survey. Programs are expected to notify stakeholders to expect the survey, per instructions from NCTR, and help to provide follow-up communication with stakeholders after administration.

3. Virtual Focus Groups and Interviews (REQUIRED)

To better understand the experiences of black residents, mentors, principals, and graduates, NCTR intends to conduct research in alignment with critical race theory (CRT). CRT has been heavily used to examine the racialized experiences of teachers of color, particularly pre-service teachers (Brown, 2014; Gay, 2002; Kohli, 2009; Ladson-Billings, 1999; Larkin, Maloney, Perry-Ryder, 2016; Rodriguez-Mojica, Rodela, & Ott, 2020; Sleeter, 2017). This research aims to amplify and empower the voices of historically marginalized groups, particularly black educators. NCTR's Research and Evaluation team intends to interview stakeholders, including program staff, to conduct both qualitative research regarding the experiences of black residents, mentors, graduates, and principals, and to produce case studies to highlight the successes and challenges experienced by programs participating in the BEI grant. More details are to follow.

4. Consideration/Viability of Student Surveys

As part of NCTR's ongoing commitment to equity, NCTR will design at the margins and amplify the voices of those most impacted by our work, namely students, including students from historically marginalized communities. Student surveys aim to honor and amplify student voices in the classrooms being served by our residencies. NCTR is **considering** how we can administer and use student surveys to measure impact and improve programming. NCTR will likely not administer student surveys until Years 3-5 of the grant, and the input and feedback from current BEI participants will be critical to understanding how NCTR can collaborate to make this possible. These data will be used to show our collective impact and inform how NCTR serves its BEI programs and Network overall. These data are critical to achieving both the mission of the grant and NCTR's mission.

NCTR will work with BEI recipients to 1) identify a survey instrument, 2) determine how to administer the assessment to ensure validity and consistency across sites, 3) develop guidance and support to sites and programs to ensure compliance, 4) determine how to report on the data, and 5) when to best administer the survey across programs.



Zaia Vera
Co-Founder, Oakland Teacher Residency
Talent Division
1000 Broadway, Suite 150
Oakland, CA 94607

May 9, 2022

Dear Zaia,

Thank you for your submission for NCTR's Black Educators Initiative. It was a pleasure to learn about how you plan to extend your support of Black educators.

This was an extremely competitive group of proposals, collectively requesting over 2 times the amount of available funding for this year. To this end, we were unable to fund all programs at the full level requested.

The *Oakland Teacher Residency* is awarded **\$56,000** to continue your important BEI work, pending NCTR's receipt of funding for this program. This does not include your rollover amount of **\$60,000**. The term of this grant is July 1, 2022 through April 30, 2023.

We're excited to continue this journey with you towards empowering Black educators to help us all meet our mission of transforming teacher preparation and student outcomes nationwide. Please refer to the forthcoming BEI contract for official terms of the agreement.

Best Regards,



Keilani M. Goggins

Director, Black Educators Initiative