

Board Office Use: Legislative File Info.	
File ID Number	13-1134
Introduction Date	6/26/13
Enactment Number	13-1302
Enactment Date	6/26/13



Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
 (To be completed by Procurement)

Subject Memorandum of Understanding - Relay Graduate School of Education (contractor) - Regional Executive Offices (site/department)

Action Requested Approval of Memorandum of Understanding between Oakland Unified School District and Relay Graduate School of Education. Services to Schools of the Regional Executive Offices for the period of ~~July 15, 2013~~ ^{April 1, 2013} through ~~June 8, 2014~~ ^{August 31, 2014}.

Background
A one paragraph explanation of why the consultant's services are needed.

Relay Graduate School of Education will launch a national program in school leadership this summer. This Leverage Leadership Institute will include eight Oakland Unified School District principals as well as Oakland Unified School District Principal Managers in order to provide principals with intensive training in the Leverage Leadership framework for effective urban school leadership, and principal managers training in aligning support and supervision practices and creating collective region/network impact.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and Relay Graduate School of Education, New York City, N.Y., for the latter to provide a summer Leverage Leadership Institute, this National Principals Academy Fellowship Pilot Program will include full training in Observation and Feedback, Data Driven Instruction, School Culture, Time Management, for eight principals of the Regional Executive Offices, as well as a 3 day training for seven to eight Executive Officers/New Directors, as well as four weekend intersessions during the year for principals focusing on levers of instruction and cultural leadership with a foundation of strong instructional pedagogy and content, for the period of ~~July 15, 2013~~ ^{April 1, 2013} through ~~June 8, 2014~~ ^{August 31, 2014}, in an amount not to exceed \$120,000.00.

Recommendation Approval of Memorandum of Understanding between Oakland Unified School District and Relay Graduate School of Education. Services to be primarily provided to the Regional Executive Offices for the period of ~~July 15, 2013~~ ^{April 1, 2013} through ~~June 8, 2014~~ ^{August 31, 2014}.

Fiscal Impact Funding resource name (please spell out): General Purpose and School Improvement Grant, in an amount not to exceed \$ 120,000.00.

- Attachments**
- Memorandum of Understanding
 - Certificate of Insurance
 - Scope of Work
 - Statement of qualifications

**Oakland Unified School District and Relay Graduate School of Education
Memorandum of Understanding**

This Memorandum of Understanding (MOU) is entered into by and between the following entities: Oakland Unified School District and Relay Graduate School of Education (Relay GSE).

Oakland Unified School District and Relay GSE propose to enter into a partnership in which Relay GSE enrolls, engages and supports a mutually agreed upon number of school leaders from Oakland Unified School District in the National Principals Academy Fellowship, a national instructional school leadership program for current principals operated and run by Relay GSE, with key support provided by Oakland Unified School District during the operation of the program.

This Memorandum of Understanding outlines the scope of work and delineates the roles and responsibilities of each party.

I. Scope of Work

Relay GSE has developed and will launch in Summer 2013, the National Principals Academy Fellowship, a comprehensive program for school leaders. During the admissions and operational phase of this program, Relay GSE will work with Oakland Unified School District to identify a targeted group of participants from Oakland Unified School District. Recommended participants from Oakland Unified School District must hold full-time leadership positions with Oakland Unified School District that enable them to meet fieldwork requirements and demonstrate the core competencies of: (1) work ethic and relentless drive, (2) openness to feedback, and (3) belief/personal responsibility.

The initial pilot program aims to be a 16-credit course (pending credential approval from the New York State Education Department) focused on instructional school leadership. This pilot program will launch in July 2013 with a 12-day summer intensive in New York City to be held from July 15 to July 27, 2013. Sessions during the summer intensive program will focus on the levers of instructional and cultural leadership, with a foundation of strong instructional pedagogy and content. During the 2013-2014 school year, there will be 4 weekend intersessions to spiral content, support implementation challenges and introduce new content. Sessions will run all day Friday through Sunday at noon for the following dates: October 18-20, 2013; December 13-15, 2013; March 14-16, 2014; and June 6-8, 2014.

II. Roles and Responsibilities of Partnership

While the program will be the domain of Relay GSE, Oakland Unified School District will play a critical role in ensuring the program's success in meeting the collective goals of the partnership. Oakland Unified School District and Relay GSE believe that the successful launch of a national program in school leadership is dependent upon this type of relationship. The key responsibilities of each partner are outlined below:

Functional/ Programmatic Area	Relay GSE	Oakland Unified School District
General	<ul style="list-style-type: none"> • Provide a point-person for leadership programs responsible for driving design and implementation and supporting Oakland Unified School District goals. • Outline all costs for tuition and programmatic delivery 	<ul style="list-style-type: none"> • Provide a Oakland Unified School District staff member to serve as main point of contact, to identify participants and provide local context to Relay GSE • Provide a senior level “champion” to sponsor the program internally
Curriculum	<ul style="list-style-type: none"> • Lead and manage full design of scope and sequence and detailed curriculum • Make final decisions on all curriculum being provided 	<ul style="list-style-type: none"> • Provide a bridge to local organizational and regional context (local priorities, local language) • Provide key organizational information to help the Relay team most effectively understand and bridge curriculum to district priorities where appropriate, including but not limited to: <ul style="list-style-type: none"> ○ Principal evaluation ○ Teacher evaluation ○ Principal selection framework ○ Access to current principal tools and curriculum
Fieldwork	<ul style="list-style-type: none"> • Lead and manage full design of fieldwork assignments, assessments, and structural requirements for fieldwork 	<ul style="list-style-type: none"> • Commit to and secure releases for allowing filming of participants in their local leadership work • Commit to the requirements for participant’s role in order to enable them to do fieldwork most authentically
Mentoring/Coaching	<ul style="list-style-type: none"> • Provide all in-session coaching and student support on implementation of curriculum (via office hours or other support) • Provide support and training for principal managers to support participants 	<ul style="list-style-type: none"> • Recommend principal managers best suited to support participants and provide bridge to local context • Ensure commitment of all principal managers, including attendance at three days of training during the summer intensive and a check-in with a Relay faculty member in advance of each participant intersession.
Evaluation	<ul style="list-style-type: none"> • Design and ensure structures to assess student progress throughout program and provide transparent 	<ul style="list-style-type: none"> • Support principals’ use of the Relay GSE Observation Tracker, a tool used to track each

Functional/ Programmatic Area	Relay GSE	Oakland Unified School District
	process <ul style="list-style-type: none"> Evaluate student progress in the program and, if necessary, make final decision on dismissals of any participants 	observation of a teacher and the feedback given <ul style="list-style-type: none"> Support the implementation of a Faculty Survey in participants' schools
Recruitment and Selection	<ul style="list-style-type: none"> Identify and communicate participant selection priorities Work closely with Oakland Unified School District to review recommended participants Make final decision on all admissions 	<ul style="list-style-type: none"> Identify/nominate potential participants against selection criteria and priorities (provide data and relationships/context) Recommend and facilitate best communication channels to recruit highly-qualified candidates Work with local participants to ensure commitment to responsibilities for program attendance and fieldwork
Student Support	<ul style="list-style-type: none"> Provide student support for any questions/issues related to the Relay GSE program Implement student registration process on students' behalf 	<ul style="list-style-type: none"> Provide student support on issues related to local context
Tuition and Financial Services	<ul style="list-style-type: none"> Provide scholarship funding in first year of program for any programmatic costs over the \$15,000 tuition, including travel and accommodations for participants traveling over 45 miles to participate in the program Provide tuition refunds as needed in accordance with refund schedule as outlined in Section III 	<ul style="list-style-type: none"> Pay the tuition of \$15,000 per participant according to the payment schedule detailed in Section III
State Test Data	<ul style="list-style-type: none"> Use student test data in accordance with state laws to support participant improvement and program evaluation 	<ul style="list-style-type: none"> In accordance with state law, provide student test data on the statewide exams for the students of Relay GSE participants (for the subject and grade-level applicable to the participant's leadership responsibilities) for each year participant is employed by Oakland Unified School District, even if participant withdraws or is dismissed from program

Functional/ Programmatic Area	Relay GSE	Oakland Unified School District
Participant Dismissal and Withdrawal	<ul style="list-style-type: none"> • Relay GSE reserves the right to dismiss participants due to: <ul style="list-style-type: none"> ○ Poor academic performance ○ Failure of Oakland Unified School District to pay tuition on a timely basis ○ Failure to provide required enrollment documentation by end of summer intensive term • Other substantive violations of Relay GSE’s policies, procedures or safety rules 	<ul style="list-style-type: none"> • Notify Relay GSE of any change of employment status that may impact the participant’s ability to meet the requirements of the program
Program Evaluation and Feedback	<ul style="list-style-type: none"> • Provide standard questions/data for evaluating program consistently across partners, including but not limited to: <ul style="list-style-type: none"> ○ Enrollment and program retention ○ Measures of graduate student impact ○ Staff Retention ○ Staff and student satisfaction • Disseminate best practices to national education communities 	<ul style="list-style-type: none"> • Work with Relay to distribute program evaluation tools to participants, supervisors, and/or staff being supported by participant (if desired, include additional evaluation measures beyond Relay’s standard evaluation required for partner organization) • Provide staffing data for the purposes of tracking alumni success and achievement

III. Tuition Payments and Reimbursement Policy

Oakland Unified School District will pay \$15,000 per participant in the 2013-2014 National Principals Academy Fellowship Pilot Program. Relay GSE will cover all other costs of the program for participants, including the costs of travel and accommodations. Oakland Unified School District agrees to submit a 25% deposit of \$3,750 to Relay GSE in order to secure space in the program for each principal accepted. Oakland Unified School District also agrees to submit the remaining 75% tuition of \$11,250 to Relay GSE by July 1.

In order to receive a refund for early withdrawal or dismissal, participants must submit completed withdrawal forms to the Office of Enrollment Services within 10 days of initiating the withdrawal process. If completed withdrawal forms are not received within that timeframe, the date that they are finally received will be determined as the date of withdrawal for refund purposes. In addition, participants will be responsible for returning any travel stipends received for travel that has not yet occurred, less any non-refundable travel expenses that have already been incurred by the participant. Participants will be asked to submit receipts for these non-refundable travel expenses. The refund schedule is outlined as follows:

SUMMER DEPOSIT OF \$3,750

Date of withdrawal	% Refund	Amount Refunded
On or by April 15, 2013	100%	\$3,750.00
On or by May 15, 2013	75%	\$2,812.50
On or by June 17, 2013	50%	\$1,875.00
Any time after June 17, 2013	0%	\$0.00

YEAR TUITION BALANCE of \$11,250 DUE JULY 1, 2013

Date of withdrawal	% Refund	Amount Refunded
On or by July 1, 2013	100%	\$11,250.00
On or by October 1, 2013 (before intersession 1)	75%	\$8,437.50
On or by December 2, 2013 (before intersession 2)	50%	\$5,625.00
On or by March 3, 2014 (before intersession 3)	25%	\$2,812.50
Any time after March 3, 2014	0%	\$0.00

IV. Participant Enrollment Transfers

While enrollment transfers are strongly discouraged, Oakland Unified School District may confront a scenario in which an admitted participant is no longer able to attend the program and may wish to send another, equally qualified participant. If Oakland Unified School District wishes to replace a participant admitted into the NPAF program with a different participant **on or before May 31**, the substitution can be made at no extra charge. Any funds already paid on behalf of the withdrawn participant will be applied to the replacement. **After May 31st, no substitutions will be allowed.** A participant can withdraw according to the procedures outlined above, and Oakland Unified School District will receive a refund according to the set refund schedule. If the program still has any open places available, any new participant added at this point will be charged the full amount.

V. Intellectual Property

Relay GSE will have sole and exclusive ownership worldwide in the intellectual property rights for any materials and work product that is developed for or as part of this program in whatever format or medium now exists or is created hereafter, as well as any derivative works. Relay GSE will be the author of all works created as part of this project and will have control of the sale, licensing and assignment of the intellectual property.

Both parties agree to the roles and responsibilities as outlined in this MOU and agree that the collaboration outlined within are critical to developing and implementing a successful school leadership program. This MOU shall be effective upon the signatures of both parties and will be in force from **04/01/2013** to **08/31/2014**. Both parties indicate agreement with this MOU by their signatures below.

rim mitj
Relay GSE Representative

Chief Operating Officer

Title

05/01/2013

Date

[Signature]
Oakland Unified School District
Representative

Regina Stec Office
Title

5/30/13

Date

OUSD certifies that OUSD nor the Contractor appears on the Excluded Parties List at:
<https://www.sam.gov/portal/public/SAM>

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

By: *[Signature]*
Attorney at Law

6/27/13

David Kakishiba
President, Board of Education

[Signature]
Edgar Rakestraw, Jr., Secretary
Board of Education

8/27/13

File ID Number: *13-1134*
Introduction Date: *6/26/13*
Enactment Number: *13-1302*
Enactment Date: *6/26/13*
By: *[Signature]*

MEMORANDUM OF UNDERSTANDING ROUTING FORM 2012-2013

Basic Directions

Services cannot be provided until the MOU is fully approved and a Purchase Order has been issued.

1. Contractor and OUSD Administrator reach agreement about scope of work and compensation.
2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)
4. OUSD contract originator creates the requisition on IFAS.
5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

Agency Information

Agency Name	Relay Graduate School of Education			Agency's Contact Person	Lindsay Kruse
Street Address	40 West 30th Street - 7th Floor			Title	Lead Planner, School Leadership Prog.
City	New York City			Telephone	(917) 584-6893
State	NY	Zip Code	10011	Email	lkruse@relay.edu
OUUSD Vendor Number					
Attachments	<input type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Program Planning Tool and Budget <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.epls.gov/epls/search.do)				

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	7/15/13	Date work will end	6/8/14	Total Contract Amount Grant: \$	\$120,000.00
------------------------	---------	--------------------	--------	---------------------------------	--------------

Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
0000	General Purpose	9611110201	5825	\$ 75,000.00	P1301111
3181	School Improvemnt	9093181201	5825	\$ 15,000.00	P1308316
0000	General Purpose	1541110101	5825	\$ 15,000.00	P1308098
0000	General Purpose	1491110101	5825	\$ 15,000.00	R0315354



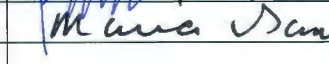
OUUSD Contract Originator Information

Name of OUSD Contact	Kimi Kean	Email	Kimi.Kean@ousd.k12.ca.us @ousd.k12.ca.us		
Telephone	(510) 729-7034	Fax	(510) 729-7037		
Site/Dept. Name	963	R3 for Regional Offices	Enrollment Grades	K	through 12

Approval and Routing (in order of approval steps)

Services cannot be provided before the MOU is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator <i>SIG</i>			5-30-13
2. Oakland After School Programs Office			
3. Network or Executive Officer			5-30-13
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			6-6-13
5. Board of Education or Superintendent			
Procurement	Date Received		