

File ID Number	17-1265
Introduction Date	6/28/17
Enactment Number	17-0943
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By	<i>ed</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

To: Board of Education

From: Dr. Devin Dillon, Interim Superintendent

Subject: **District Submitting Grant Proposal**

ACTION REQUESTED:

Approval and support by the Board of Education of District applicant submitting grant proposal for OUSD schools for fiscal years 2017-18 and 2018-19 to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

BACKGROUND:

Abt is supporting MDRC as it conducts a study approved by RAD and funded by the Institute for Educational Studies under the auspices of the federal Department of Education. The goal of the study is to determine how effective the SERP Word Generation Program is for building academic language and comprehension for ELLs and low SES students. This grant is to provide incentives to teachers for filling out surveys, and to support teachers with stipends during trainings on SERP and during planning sessions with a Program Coach at the 4 participating sites. SERP and MDRC are also supporting this work financially and have separate agreements with the District pending.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
17-1265	Yes	Grant Proposal	Oakland Unified School District English Language Learner and Multilingual Achievement Office (ELLMA)	Supporting data collection during 2017-18 and 2018-19 school years and PD during the 2017-18 school year to ensure a robust implementation and study of the SERP Word Generation program to be implemented in the 2017-18 school year	Spring, 2017 through spring, 2019	Abt Associates	\$24,000.00

DISCUSSION:

The district created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and a completed grant application for the program listed in the chart by the school.

FISCAL IMPACT:

The total amount of grants will be provided to OUSD schools from the funders.

- Grants valued at:\$24,000

5/22/2017

Approval and support by the Board of Education of District applicant submitting a grant proposal for OUSD schools for fiscal years 2017-2019 to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

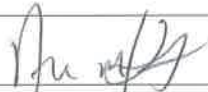
ATTACHMENTS: Grant Face Sheet, Proposal and Budget

OUSD Grants Management Facesheet

Title of Grant: Abt Academic Language Instruction Study	Funding Cycle Dates: Spring, 2017 through spring, 2019
Grant's Fiscal Agent: Technology Services Contracts Online, max.robinsoniii@ousd.org , 1000 Broadway, Suite 440, Oakland, CA 94607	Grant Amount for Full Funding Cycle: \$24,000
Funding Agency: MDRC	Grant Focus: Supporting PD and data collection on study of SERP Word Generation materials for academic language development and comprehension for 4 th and 5 th grade students.
List all School(s) or Department(s) to be Served: Schools implementing SERP: <i>Treatment Schools</i> --Franklin, Horace Mann, MCS and Markham. <i>Business as Usual Schools</i> -- Korematsu, Fruitvale, Futures	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	By supporting teacher participation in SERP trainings as well as planning sessions with the Program coach, this \$ will ensure a strong implementation of the program. By supporting completion of teach surveys, this grant will help ensure reliable conclusions about the efficacy of the SERP Word Generation materials being used in 4 OUSD schools. This will help OUSD determine whether SERP is a material we can rely on in the future for our 4 th and 5 th grade students.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.17% 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.)	The results of the study will help us determine whether we have impacted student achievement. This grant supports the data collection that will make the study results reliable.
Does the grant require any resources from the school(s) or district? If so, describe.	NO
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 5.17% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	NO
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.)	NO
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Program Administrator - Tom Hughes Director of Newcomer and ELL Programs, tom.hughes@ousd.org , 1000 Broadway, Suite 398, Oakland, CA 94607

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal			
Department Head (e.g. for school day programs or for extended day and student support activities)	Nicole Knight		5/23/17

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Interim Superintendent	Dr. Devin Dillon		



5/15/2017

Michael Ray
ELD Coordinator, ELLMA
1000 Broadway, Suite 398, Oakland, CA 94607
Oakland Unified School District
415-317-3415

Abt Associates – Oakland Unified School District Agreement

Oakland Unified School District

This Agreement specifies the roles and responsibilities of Oakland Unified School District (“OUSD”) on 1000 Broadway, Suite 398, Oakland, CA 94607 and Abt Associates (“Abt”) (collectively, “Parties”), the evaluation subcontractor, with respect to the *Impact Evaluation of Academic Language Intervention*, a Prime Contract funded by U.S. Department of Education awarded to MDRC.

Term of/Modification of Agreement

MOU Period: This agreement runs from July 1, 2017 to June 30, 2019. Grantee must obtain prior written approval from Abt Associates for any extension to the period.

Within five (5) days of any MDRC funding decision or funding impact regarding Abt’s rights and/or obligations under this Agreement, Abt agrees that it shall provide written notice to OUSD of any such funding decision or funding impact. Abt and OUSD agree that OUSD shall not be obligated to fulfill or to continue to fulfill any of its obligations under this Agreement if MDRC does not fund a funding period and/or the optional task of Abt’s Prime Contract.

OUSD is agreeing to participate in the Academic Language Intervention study as a district randomizing schools to treatment and business as usual (“BAU”) conditions. OUSD Treatment schools will implement Word Generation Elementary while BAU schools will not implement Word Generation Elementary and will continue with business as usual.

Abt agrees to:

- Abt will pay each treatment school within the Oakland Unified School District \$26.42/hour for each eight-hour day (up to two days) that 4th and 5th grade teachers complete summer training sessions. Teacher attendance will be determined via sign-in sheets.

- Abt will pay each treatment and control school within the Oakland Unified School District \$25 for each survey completed by OUSD 4th and 5th grade teachers. Teachers will be asked to complete up to three surveys during the 2017-18 and 2018-19 school years, to understand their teaching practices. Completed surveys will be determined by completed electronic survey link returned to Abt.
- Abt will pay \$26.42 to OUSD for each one-hour coaching session, outside of normal school hours, completed by OUSD 4th and 5th grade teachers in treatment schools. Teachers will have access to up to 10 one-hour implementation coaching sessions. Completion of coaching hours will be determined by coach training logs.

As a partner in the evaluation, OUSD agrees to:

1. Participate in the study-provided training and support, as well as implement the Word Generation Elementary program as follows:

A) Training for 4th and 5th grade mainstream classroom teachers (Summer 2017 – Spring 2018). The purpose of the training and is to equip all relevant school staff to implement Word Generation Elementary. 4th and 5th grade teachers of mainstream classrooms and up to two other school-identified staff members (i.e., principal, literacy coach, reading interventionist, et al.), or other mutually agreed on number of participants, will be trained and provided ongoing support in the implementation of Word Generation Elementary.

2. NOT to implement a program similar to Word Generation Elementary during the duration of the study.

In order to understand the difference implementation of Word Generation Elementary makes in teacher practices and student outcomes, it is vital that the differences in services created by the random assignment of schools as Treatment Schools and BAU Schools be maintained during the period of the evaluation. If during the period of the study, BAU Schools consider changing the academic language instructional practices they provide students, they will discuss possible changes with the Study Team and reach agreement with the Study Team on any changes prior to implementation.

3. Cooperate and assist in collection of data:

School teaching and other staff, and students in all Treatment Schools and BAU Schools will participate in research activities in the school years 2017-18 and 2018-19. OUSD and participating schools agree to aid the Study Team in implementing the following data collection activities:

- **Teacher and Student Rosters:** Schools will be asked to submit rosters of the names and grade levels of the students enrolled in each classroom as well as the name of the teacher and his/her contact information. Rosters will be requested at the start of the Fall 2017 and Winter/Spring 2018 semester for all participating classrooms. Schools will identify a school-based staff member to act as liaison to the study team in order to assist with this effort. District will transmit data in a secure fashion under procedures developed by the study team. No data other than the student rosters

(comprised of student name and grade level) will be shared with Abt.

- **Teacher Surveys:** Teachers in Treatment Schools and BAU Schools will be asked to complete a teacher survey for purposes of measuring the instructional differences between academic language instruction in the program and BAU classrooms, and to measure fidelity of implementation of the intervention by teachers in the program group. Teachers will be asked to complete surveys in fall 2017, spring 2018, and spring 2019. Abt will be primarily responsible for this data collection activity.
- **Student Assessments:** The Core Academic Language Skills Instrument (CALSI) and a reading comprehension assessment (TBD) will be administered once in the spring of 2018 to all students in the study.
- **Classroom Visits:** Classroom visits will be conducted in a random subsample of classrooms (approximately half in Treatment schools and half in BAU schools) and in two rounds, once in the fall of 2017 and once in the spring of 2018. The goal of the classroom visits is to help the study team learn about how implementation is going across participating classrooms and how Word Generation Elementary instruction compares with other techniques.

For questions regarding the study please contact Catherine Darrow the project director at Catherine_Darrow@abtassoc.com or (617) 349-2345.

4. General Provisions

Tuberculosis Screening: Abt is required to screen employees who will be at OUSD sites for more than six hours. Abt affirms that each employee has current proof of negative TB testing on file and TB results are monitored.

~~**Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of California Education Code section 45125.1 apply to Abt personnel and agents under this Agreement and Abt certifies its compliance with these provisions as follows: “Abt certifies that Abt has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Abt employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of Abt, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Abt further certifies that it has received and reviewed fingerprint results for each of its Employees and Abt has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to OUSD under this Agreement. In the event that OUSD, in its sole discretion, at any time during the term of this Agreement, desires the~~

~~removal of any Abt related persons, employee, representative or agent from an OUSD school site and/or property, Abt shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.~~

Compliance with Law and Policies: The Parties shall comply with all applicable law and regulations in performance of this Agreement, and with their own policies and procedures as consistent with this Agreement.

Force Majeure: If either Party is rendered unable by force majeure, to perform some or all of its obligations under this Agreement, the performance of such obligations by such Party, so far as they are affected by force majeure, will be excused from the inception of any such inability until it is corrected, but not longer. The Party claiming inability to perform will immediately after the occurrence of the force majeure, notify the other Party of the nature, date of inception, and expected duration of the force majeure, and the extent to which it will prevent the Party giving such notice from performing its obligations under this Agreement. If such notice is not in writing, the Party giving it will confirm it in writing as soon as practicable. The Party claiming inability to perform will promptly correct such inability to the extent it may be corrected through the exercise of reasonable diligence. The term "force majeure" will mean any act, event, cause, or occurrence rendering a Party unable to perform its obligations that is not within the reasonable control of such Party, excluding any act, event, cause or occurrence caused by a Party's own financial condition or negligence.

Liability and Indemnification: Neither ABT nor any of ABT's affiliates, nor any officer, director, trustee, employee, or agent of the foregoing, shall have liability to OUSD or any of OUSD's affiliates, officers, directors, trustees, employees, or agents for any claim, loss, damage, or injury incurred in the course of the performance of this Agreement or otherwise in connection therewith, other than for contract damages associated with a breach of obligations stated in this Agreement. Neither ABT nor any of ABT's affiliates, nor officers, directors, trustees, employees, or agents of the foregoing, will be liable to OUSD with respect to any subject matter of this Agreement for any special, indirect, incidental, consequential, punitive damages, or lost profits, under any contract, negligence, strict liability or other legal or equitable theory. OUSD shall indemnify, hold harmless, and defend ABT and any of ABT's affiliates, and each officer, director, trustee, employee, or agent of any of the foregoing, and their respective successors and assigns, from and against third party claims, demands, actions, liabilities, damages, and expenses (including reasonable attorneys' fees and litigation costs) resulting there from, arising out of, or related to, the negligence or willful misconduct of OUSD in connection with this Agreement or the representations or certifications made by OUSD herein.

Neither OUSD nor any of OUSD's affiliates, nor any officer, director, trustee, employee, or agent of the foregoing, shall have liability to ABT or any of ABT's affiliates, officers, directors, trustees, employees, or agents for any claim, loss, damage, or injury incurred in the course of the performance of this Agreement or otherwise in connection therewith, other than for contract damages associated with a breach of obligations stated in this Agreement. Neither OUSD nor any of OUSD's affiliates, nor officers, directors, trustees, employees, or agents of the foregoing, will be liable to ABT with respect to any subject matter of this Agreement for any special, indirect, incidental, consequential, punitive damages, or lost profits, under any contract,

negligence, strict liability or other legal or equitable theory. ABT shall indemnify, hold harmless, and defend OUSD and any of OUSD's affiliates, and each officer, director, trustee, employee, or agent of any of the foregoing, and their respective successors and assigns, from and against third party claims, demands, actions, liabilities, damages, and expenses (including reasonable attorneys' fees and litigation costs) resulting there from, arising out of, or related to, the negligence or willful misconduct of ABT in connection with this Agreement or the representations or certifications made by ABT herein.

Language of Communication: The language of all communications in connection with this Agreement shall be English.

Amendments: This Agreement will not be modified, changed or altered in any manner whatsoever except by explicit written agreement designated by the Parties as an "amendment" and signed by the authorized representatives of both Parties.

No Third Party Beneficiary: Except as specifically set forth in this Agreement, this Agreement is not intended to create and does not create any rights in or benefits to any third party.

Nature of Relationship: OUSD shall be considered an independent contractor for purposes of this Agreement. Nothing in this Agreement shall constitute a partnership or joint venture or establish a relationship of agency between ABT and OUSD. No employee of ABT or any of its affiliates on the one hand, or OUSD or any of its affiliates on the other hand, shall be considered to be an employee of the other, and neither ABT nor OUSD shall enter into any contract or agreement with a third party that purports to obligate or bind the other.

Waiver of Default or Breach: Failure of either Party to exercise any of its rights under this Agreement will in no way constitute a waiver of those rights, nor will such failure excuse the other Party from any of its obligations under this Agreement. No benefit or right accruing to either Party under this Agreement will be waived unless the waiver is reduced to writing and signed by both Parties. The waiver, in one instance, of any act, condition, or requirement stipulated in this Agreement will not constitute a continuing waiver or a waiver of any other act, condition, or requirement, or a waiver of the same act, condition, or requirement in other instances, unless specifically so stated. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

Severability: Should any term or condition of this Agreement be determined to be unlawful by an adjudicative body with jurisdiction over the Parties, the remaining terms and conditions of this Agreement will continue to remain in force and effect and will be interpreted so as to best effect the original intention of the Parties.

Notices and Communications: Any notices, reports, authorizations, or approvals concerning this Agreement shall be in writing. Unless otherwise provided, all notices shall be sufficient when delivered in person, or sent by facsimile, electronic mail, or international courier, to the authorized representative of the Party, or to a person designated by the authorized representative. The authorized representative of each Party is:

For Abt:
 Donald Bateman
 4550 Montgomery Avenue
 Suite 800N
 Bethesda, MD 20814
 (301) 347-5993
 Donald_Bateman@abtassoc.com

For OUSD:
 Michael Ray
 1000 Broadway, Suite 398
 Oakland, CA 94607
 michael.ray@ousd.org,

Survival: The Parties agree that certain obligations under this Agreement, which, by their nature would continue beyond the termination or expiration of this Agreement, will survive termination or expiration of this Agreement. Such obligations include, by way of illustration only and not limitation, those obligations pertaining to records, liability and indemnification and confidentiality.

Assignment: This Agreement may not be assigned or otherwise transferred by either Party in whole or in part without the express prior written consent of the other Party; provided, however, that ABT may assign or transfer any of its rights or obligations to an affiliate of ABT and nothing in this Section shall detract from ABT's ability to subcontract or delegate any of its rights or obligations to an affiliate of ABT or to a qualified third party.

Governing Law/Venue. This Agreement shall be performed in Oakland, California and shall be construed to be made and interpreted under the laws of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court in the State of California shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

Entire Agreement: This Agreement (and all attachments) contains the entire terms and conditions applicable to this Agreement and supersedes and replaces any prior written or oral agreements, representations, or understandings between ABT and OUSD with respect to its subject matter.

FOR OAKLAND UNIFIED SCHOOL DISTRICT: (Signature)	
Name: <i>Devin Bellin</i> Title: Interim Superintendent	Date: 6/22/17

FOR Abt ASSOCIATES INC.: (Signature)	
Name: <i>Valmore L. Bloomberg</i> Title: <i>Director, Procurement</i>	Date: 05/22/2017