

| Board Office Use: Legislative File Info. | |
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| File ID Number: | 17-2270 |
| Introduction Date: | 11/08/2017 |
| Enactment Number: | 17-1663 |
| Enactment Date: | 11/08/2017 |



Memo

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent

Board Meeting Date: 11/08/2017

Subject: Professional Service Contract

Contractor: Mathematica Policy Research, Inc. of Princeton, NJ

Services for: 948-RESEARCH, ASSESSMENT & DATA (RAD)

Board Action Requested and Recommendation: Approval by the Board of Education of a Professional Services Contract between the District and Mathematica Policy Research, Inc., Princeton, NJ, for the latter to provide: Mathematica will help OUSD to evaluate the effectiveness of Leveled Literacy Intervention (LLI) for struggling readers in our middle schools and high schools, and for long-term English learner students, by implementing a randomized controlled trial study during the 2016-17 school year, and conducting the data analysis and reporting on the study during the 2017-18 school year. Given that there are far more students eligible for LLI than can be currently served due to limited resources, it was possible for Mathematica to work with OUSD in selecting closely matched comparison students who did not participate in LLI during the data collection and evaluation window. In Year 1, Mathematica carefully collected data from the trial, and in Year 2,

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

Mathematica Policy Research has an outstanding reputation in the field of randomized controlled trial studies. This study design is a requirement of the IES grant. OUSD has also worked with vendor's lead researcher previously.

Summarize the services this Vendor will be providing.

Randomized controlled trial study and dissemination of findings.

Discussion:
(QUANTIFY what is being purchased.)

Mathematica will help OUSD to evaluate the effectiveness of Leveled Literacy Intervention (LLI) for struggling readers in our middle schools and high schools, and for long-term English learner students, by implementing a randomized controlled trial study during the 2016-17 school year, and conducting the data analysis and reporting on the study during the 2017-18 school year. Given that there are far more students eligible for LLI than can be currently served due to limited resources, it was possible for Mathematica to work with OUSD in selecting closely matched comparison students who did not participate in LLI during the data collection and evaluation window. In Year 1, Mathematica carefully collected data from the trial, and in Year 2, Mathematica will analyze the data and produce the reports, presentations, and other deliverables outlined in Exhibit "A" Scope of Work, attached.

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Fiscal Impact: Funding Resource name(s) (detailed below) not to exceed \$100,511.00.

\$100,511.00 Leveled Literacy Intervention

Attachments: Professional Services Contract including Scope of Work



CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.**

Legislative File ID No. _____

Department: _____

Vendor Name: _____

Contract Term: Start Date: _____ End Date: _____

Annual Cost: \$_____

Approved by: _____

Is Vendor a local Oakland business? Yes ___ No ___

Why was this Vendor selected?

Summarize the services this Vendor will be providing.

Was this contract competitively bid? Yes ___ No ___

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

___ **Educational Materials**

___ **Special Services** contracts for financial, economic, accounting, legal or administrative services

___ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)

___ **Professional Service Agreements** of less than _____ (increases a small amount on January 1 of each year)

___ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)

___ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)

___ **Emergency** contracts [requires Board resolution declaring an emergency]

___ **Technology** contracts

___ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the _____ bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected

___ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process

___ Western States Contracting Alliance Contracts (WSCA)

___ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]

___ **"Piggyback" Contracts** with other governmental entities

___ **Perishable Food**

___ **Sole Source**

___ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price

___ **Other, please provide specific exception**

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2017-2018

This Agreement is entered into between Mathematica Policy Research, Inc. (CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** The term of this agreement shall be 07/01/2017 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$88,300. in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$88,300., whichever is later) to 06/30/2018. The work shall be completed no later than 06/30/2018.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed One Hundred Thousand Five Hundred Eleven Dollars and 00/100 Dollars (\$100,511.00), at an hourly billing rate not to exceed N/A per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by CONTRACTOR without delay.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A, which shall not exceed a total cost of \$0.00.

5. CONTRACTOR Qualifications / Performance of Services:

CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: JEAN WING
Site /Dept.: 948-RESEARCH, ASSESSMENT & DATA (RA
Address: 1000 Broadway, Suite 600
Oakland, CA 94607
Phone: 510-879-2286
Email: Jean.Wing@ousd.org

CONTRACTOR:

Name: Pamela Tapscott
Title: Officer (Business)
Address: PO Box 2393
Princeton, NJ 08543-2393
Phone: 202-484-3294
Email: ptapscott@mathematica-mpr.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Insurance:**

- 1. Unless specifically waived by OUSD, the following insurance is required:
 - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's 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 CONTRACTOR, 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. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this Agreement."
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).

- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.

- 27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

- 28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

- 29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

- 32. Contract Publicly Posted: This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

OAKLAND UNIFIED SCHOOL DISTRICT

 11/14/2017

- President, Board of Education
- Superintendent
- Chief or Deputy Chief

 11/14/2017

Secretary, Board of Education Date

CONTRACTOR

Pamela Tapscott 10/17/2017

Contractor Signature Date

Pamela Tapscott, Officer (Business)

Print Name, Title

Form approved by OUSD General Counsel for 2017-18 FY

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

See Attached Scope of Work

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

In partnership with Mathematica Policy Research, OUSD applied for and received a two-year grant from the Institute of Education Sciences (IES) of the U.S. Department of Education under its new grant category: Low-Cost, Short-Duration Evaluation of Education Interventions. The grant funds a study of the efficacy of Leveled Literacy Intervention (LLI) for secondary students. In this partnership, OUSD hopes to learn whether LLI is effective for middle school and high school students who are reading multiple years below grade level. Because so many OUSD students read multiple years below grade level in grades 6-12 (more than 50%), OUSD hopes to learn whether LLI can be an effective reading intervention. Although LLI has been studied and found to be effective for elementary students, no studies currently exist to prove that LLI works for older students. In this study, we hope to fill this research void and enable schools to accelerate reading growth for secondary students.

3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- | | |
|---|---|
| <input type="checkbox"/> Ensure a high quality instructional core | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input checked="" type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: _____
- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of CSSSP with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the CSSSP modification was approved.
 3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the CSSSP modification was approved.

EXHIBIT “A” SCOPE OF WORK

Study Title: The Effects of Leveled Literacy Intervention on Secondary Students in the Oakland Unified School District

Background: This project will evaluate the impact of the Leveled Literacy Intervention (LLI) for struggling readers in secondary grades in the Oakland Unified School District (OUSD). OUSD will lead the study and Mathematica will provide the services as reflected in this Scope of Work. This Scope of Work also reflects the understanding between OUSD and Mathematica regarding the copyright, use, and dissemination of materials first created or produced under the contract.

I. SPECIFIC RESULTS THAT WILL BE DERIVED FROM THIS PROJECT

A. This project will evaluate the impact of the Leveled Literacy Intervention (LLI) for struggling readers in secondary grades in about a dozen schools in the Oakland Unified School District

1. The evaluation study will use a randomized controlled trial design. For the 2016-17 school year, participating schools will identify at least twice as many small groups of struggling readers as they plan to serve in LLI. Approximately 150 students will be assigned to treatment and 150 to control.
 - a) The evaluation will determine the impact of the Leveled Literacy Intervention on students’ Scholastic Reading Inventory scores for
 - a. All students
 - b. English learners

B. The study findings will be summarized in the grantee’s annual and final reports and publically made available through:

1. A 4-page non-technical, publically-available brief posted on the Mathematica website, distributed to the Mathematica email list, and submitted to ERIC.
2. A briefing with OUSD and district stakeholders
3. One article in a peer-reviewed academic journal
4. If resources are available, one article in a practitioner-oriented journal
5. A presentation at AEFP 2018
6. A presentation at the Chicago Education Research Presentation seminar series

II. PROGRESS ASSESSMENT

A. The research will carry out the following work in Year 2 of this two-year, IES-funded study:

1. Year 2 (\$100,511): July 1, 2017 through June 30, 2018

- a) Complete data preparation
 - a. Complete assessment data cleaning of both SRI post-tests: July-August 2017
 - b. Receive any additional student data needed

- b) Analyze data: July-August
 - a. Descriptive analysis of student characteristics
 - b. Examine attrition – overall and differential by treatment or comparison group
 - i. Examine baseline equivalence of analytic sample – check for bias from attrition (expect 5% attrition)
 - ii. If needed, calculate nonresponse weights
 - c. Impact Analysis: Intent-to-treat analysis
 - i. Regression run separately for mid-year and end-of-year SRI test scores
 - ii. Include student-level covariates available from OUSD’s administrative data: past scores on SRI, Scholastic Math Inventory, and Smarter Balanced tests in math and language arts; FRL status, special education status, race/ethnicity, and gender.
 - iii. Moderator analysis for English learner status– repeats impact analysis for long-term English learner students
 - iv. If the data and resources are available, a treatment-on-the-treated analysis carried out, if crossover found, using assignment status as an instrumental variable for having received LLI.

- c) Dissemination: October - December
 - a. 4-page non-technical, publically-available brief on the evaluation: September-December 2017
 - i. Draft: October
 - ii. Final: December
 - iii. Posted on Mathematica website, distributed to Mathematica email list and ERIC.
 - b. Briefing on evaluation results with OUSD and district stakeholders: October

- c. Mathematica and OUSD prepare journal articles:
November – April 2018
 - i. Mathematica working paper
 - ii. Academic journal article based on the working paper
 - iii. Practitioner journal article if resources are available to produce it
- d. Mathematica and OUSD present results at AAFP:
March 2018
- e. Mathematica presents results at Chicago Education Research Presentation seminar series

III. PERFORMANCE REPORTS

Annual Reports. Annual reports are due:

- i. March 31, 2017 (Completed)
- ii. March 31, 2018

IV. COMMUNICATION

- A. The principal investigators will share project accomplishments and difficulties with the project officer.
- B. At least one representative of the project team will attend the annual Principal Investigator’s Meeting in Washington, DC.
- C. The project officer will provide timely technical assistance.
- D. The principal investigator will update the program officer as to the status and progress of the project no less than once every three months over the duration of the project, either by phone or email. Additional contacts will be made as necessary, initiated either by the project officer or the principal investigators.
- E. The PIs will present their findings in peer-reviewed conference presentations and in peer-reviewed publications. Any presentation of findings (for example, at conferences, in articles, or online) should include the following acknowledgement, “The research reported here was supported by the Institute of Education Sciences, U.S. Department of Education, through Grant R305L160003 to the Oakland Unified School District. The opinions expressed are those of the authors and do not represent views of the Institute or the U.S. Department of Education.”

F. Institute-funded investigators must submit final, peer-reviewed manuscripts resulting from research supported in whole or in part by the Institute to the Educational Resources Information Center (ERIC, <http://eric.ed.gov>) upon acceptance for publication. An author's final manuscript is defined as the final version accepted for journal publication and includes all graphics and supplemental materials that are associated with the article. The Institute will make the manuscript available to the public through ERIC no later than 12 months after the official date of publication. Institutions and investigators are responsible for ensuring that any publishing or copyright agreements concerning submitted articles fully comply with this requirement.

V. COPYRIGHT AND PUBLICATIONS

This provision takes precedence over Contract Article 15, Copyright/Trademark/Patent/Ownership.

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