

File ID Number	19-0079
Introduction Date	2/13/19
Enactment Number	19-0224
Enactment Date	2/13/2019 If
By	



OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

February 13, 2019

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Wesley Jacques, Executive Director, Academics and Instructional Innovation Department
Courtney Ortega, Coordinator, Secondary Math

Subject: Amendment No. 2 - Subaward Grant Agreement - Strategic Education Research Partnership Institute - Tru-Lesson Study: Supporting A Fundamental Shift in High School Mathematics Teaching Project - Academic Instructional Innovation Department

ACTION REQUESTED:

Approval by the Board of Education of Amendment No. 2 to the Subaward Agreement between the District and Strategic Education Research Partnership (SERP) Institute, in the amount of \$25,000.00, increasing the not to exceed award amount from \$553,008.00 to \$578,008.00, for the period of August 1, 2015 through June 30, 2019, for the Tru-Lesson Study: Supporting A Fundamental Shift in High School Mathematics Teaching Project, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant years, if any.

BACKGROUND:

Grant award for OUSD schools for the 2015-2019 fiscal years was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
19-0079	Yes	Grant	Oakland Unified School District Teaching and Learning Math Department, serving Oakland High, Fremont, Alt Ed Collaborative, Madison Park Academy, Skyline, and Oakland High Schools.	Support the work of high school mathematics departments by supporting at the district level the creation of course specific collaborative communities organized around Algebra, Geometry and Algebra 2; building partnerships between Teaching & Learning (central office) mathematics staff and site teacher leaders to build collaborative culture within schools – supporting teacher collaboration meetings and coaching in ways that support collaboration across classrooms; and actively reviewing lessons learned from TRUMath and Lesson Study work to incorporate that learning into other OUSD Common Core work. This amendment will reduce the subaward amount and to extend the term of agreement.	August 1, 2015 through June 30, 2019	SERP Institute	\$25,000.00 Increasing the total Subaward amount from \$553,008.00 to an amount not to exceed \$578,008.00.

DISCUSSION:

The district created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student achievement
- 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 \$578,008.00

RECOMMENDATION:

Approval by the Board of Education of Amendment No. 1 to the Subaward Grant Agreement for OUSD high schools for fiscal years 2015-2019, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

ATTACHMENTS:

Amendment No. 2, Subaward Agreement

Amendment No. 1, Subaward Agreement, #18-1210, 6/27/18

Copy of original Subaward Agreement, #15-1246, 8/12/15

OUSD Grants Management Face Sheet

Title of Grant: TRU-Lesson Study: Supporting A Fundamental Shift in High School Mathematics Teaching Project	Funding Cycle Dates: August 1, 2015 to June 30, 2019
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Karen Tran, Assistant Project Director Bay Area Field Sites SERP Institute 1663 Mission Street, Suite 650 San Francisco, CA 94103 (415) 934-8700	Grant Amount for Full Funding Cycle: \$25,000.00 Increasing the total Subaward amount from <u>\$553,008.00</u> to an amount not to exceed <u>\$578,008.00</u> .
Funding Agency: SERP Institute 1100 Connecticut Ave, NW Suite 1310 Washington DC 20036 www.serp institute.org	Grant Focus: Support the work of high school mathematics departments by supporting at the district level the creation of course specific collaborative communities organized around Algebra, Geometry and Algebra 2; building partnerships between Teaching & Learning (central office) mathematics staff and site teacher leaders to build collaborative culture within schools – supporting teacher collaboration meetings and coaching in ways that support collaboration across classrooms; and actively reviewing lessons learned from TRUMath and Lesson Study work to incorporate that learning into other OUSD Common Core work.
List all School(s) or Department(s) to be Served: Teaching & Learning Math OUSD High Schools: Oakland High, Fremont, Alt Ed Collaborative, Madison Park Academy, Skyline, and Oakland Technical	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	TRUMath is an acronym that means Teaching for the Robust Understanding of Mathematics. Students often experience mathematics as a set of isolated facts, procedures and concepts, to be rehearsed, memorized, and applied. The goal of TRUMath is to give students opportunities to experience mathematics as a coherent and meaningful discipline. This means identifying the important mathematical ideas behind facts and procedures, highlighting connections between skills and concepts, and relating concepts to each other-not just in a single lesson, but also across lessons and units. It also means engaging students with centrally important mathematics in an active way, so that they can make sense of concepts and ideas for themselves and develop robust networks of understanding.
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 3.98% 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.)	We use multiple measures to evaluate the impact upon student achievement, including: annual teacher and administrator interviews, twice yearly classroom observations of all participating teachers, Fall and Spring video analysis activity, and student Mid-Year and End of Course Exam scores.
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 3.98% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Yes

<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>Wesley Jacques, Executive Director, Academics and Instructional Innovation Dept. Oakland Unified School District 1000 Broadway, Suite 600, Oakland, CA 94607 (510) 332-7098 Wesley.Jacques@ousd.org</p>

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	Wesley Jacques		
Department Head (e.g. for school day programs or for extended day and student support activities)	Sondra Aguilera		

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Marcus Battle		
Superintendent	Kyla Johnson-Trammell		



Subaward Agreement
to
Tru-Lesson Study: Supporting A Fundamental Shift In High School Mathematics Teaching Project
(Enacted 8/12/15)
between
Strategic Education Research Partnership Institute
and
Oakland Unified School District

This second Amendment to the Tru-Lesson Study: Supporting A Fundamental Shift In High School Mathematics Teaching Project Subaward Agreement is entered into by and between the Strategic Education Research Partnership Institute and the Oakland Unified School District.

This Agreement is hereby amended as follows:

Description of change(s) made effective January 1, 2019:

1. Article 3. FUNDING MECHANISM AND PAYMENT

The total reimbursement to Subawardee under this Agreement is increased to five hundred seventy-eight thousand eight dollars (\$578,008). By agreement of both parties, SERP will directly fund the math specialist's salary and benefits through the 2018-2019 school year, teacher stipends, substitutes and indirect costs.

All other terms and conditions of the original grant agreement shall remain unchanged.

In witness whereof, the parties hereto have executed this Amendment as of the day, month and year shown:

Strategic Education Research Partnership Institute

Oakland Unified School District

Signature: Beverly Hoffmaster
Printed Name: Beverly Hoffmaster
Title: Director of Operations
Date: January 8, 2019

Signature: Aimee Eng 2/14/2019
Aimee Eng
President, Board of Education
Printed Name: _____
Title: Kyla Johnson Trammell 2/14/2019
Kyla Johnson Trammell
Secretary, Board of Education
Date: _____

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

By: Amy Brandt 1.18.19
Amy Brandt, Attorney at Law

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>

File ID Number	18-1405
Introduction Date	6/27/18
Enactment Number	18-1210
Enactment Date	6/27/18
By	er



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thinking Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

June 27, 2018

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent

Subject: Amendment No. 1 - Subaward Grant Agreement - Strategic Education Research Partnership Institute - Tru-Lesson Study: Supporting A Fundamental Shift in High School Mathematics Teaching Project - Teaching and Learning Department

ACTION REQUESTED:

Approval by the Board of Education of Amendment No. 1 to the Subaward Agreement from the Strategic Education Research Partnership (SERP) Institute, in the amount of -\$192,555.00, reducing the not to exceed award amount from \$745,563.00 to \$553,008.00, and extending the term of the agreement from August 1, 2015 through December 31, 2018 to June 30, 2019, for the Tru-Lesson Study: Supporting A Fundamental Shift in High School Mathematics Teaching Project, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant years, if any.

BACKGROUND:

Grant award for OUSD schools for the 2015-2019 fiscal years was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File LD #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
18-1405	Yes	Grant	Oakland Unified School District Teaching and Learning Math Department, serving Oakland High, Fremont, Alt Ed Collaborative, Madison Park Academy, Skyline, and Oakland High Schools.	Support the work of high school mathematics departments by supporting at the district level the creation of course specific collaborative communities organized around Algebra, Geometry and Algebra 2; building partnerships between Teaching & Learning (central office) mathematics staff and site teacher leaders to build collaborative culture within schools – supporting teacher collaboration meetings and coaching in ways that support collaboration across classrooms; and actively reviewing lessons learned from TRUMath and Lesson Study work to incorporate that learning into other OUSD Common Core work. This amendment will reduce the subaward amount and to extend the term of agreement.	August 1, 2015 through June 30, 2019	SERP Institute	-\$192,555.00 Reduction of the total Subaward amount from \$745,563.00 to an amount not to exceed \$553,008.00.

DISCUSSION:

The district created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student achievement
- 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 \$553,008.00

RECOMMENDATION:

Approval by the Board of Education of Amendment No. 1 to the Subaward Grant Agreement for OUSD high schools for fiscal years 2015-2019, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

ATTACHMENTS:

Amendment No. 1, Subaward Agreement
Copy of original Subaward Agreement



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

Legislative File ID No. 18-1405

Department: Teaching and Learning Department

Vendor Name: Strategic Education Research Partnership Institute

Contract Term: Start Date: 8/1/2015 End Date: 6/30/2019

Annual Cost: \$ 553,008.00

Approved by: David Chambliss

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

SERP Institute had awarded a grant to OUSD via the Teaching and Learning Department to support the Mathematics Teaching Project for identified high schools.

Summarize the services this Vendor will be providing.

Support the work of high school mathematics departments by supporting at the district level the creation of course specific collaborative communities organized around Algebra, Geometry and Algebra 2; building partnerships between Teaching & Learning (central office) mathematics staff and site teacher leaders to build collaborative culture within schools – supporting teacher collaboration meetings and coaching in ways that support collaboration across classrooms; and actively reviewing lessons learned from TRUMath and Lesson Study work to incorporate that learning into other OUSD Common Core work.

This amendment will reduce the award amount and extend the term of the agreement.

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 \$87,800 (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 \$87,800 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**

OUSD Grants Management Face Sheet

Title of Grant: TRU-Lesson Study: Supporting A Fundamental Shift in High School Mathematics Teaching Project	Funding Cycle Dates: August 1, 2015 to June 30, 2019
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Karen Tran, Assistant Project Director, Bay Area Field Sites SERP Institute 1663 Mission Street, Suite 650 San Francisco, CA 94103 (415) 934-8700	Grant Amount for Full Funding Cycle: -\$192,555.00 Reduction of the total Subaward amount from \$745,563.00 to an amount not to exceed <u>\$553,008.00.</u>
Funding Agency: SERP Institute 1100 Connecticut Ave, NW Suite 1310 Washington DC 20036 www.serp institute.org	Grant Focus: Support the work of high school mathematics departments by supporting at the district level the creation of course specific collaborative communities organized around Algebra, Geometry and Algebra 2; building partnerships between Teaching & Learning (central office) mathematics staff and site teacher leaders to build collaborative culture within schools – supporting teacher collaboration meetings and coaching in ways that support collaboration across classrooms; and actively reviewing lessons learned from TRUMath and Lesson Study work to incorporate that learning into other OUSD Common Core work.
List all School(s) or Department(s) to be Served: Teaching & Learning Math OUSD High Schools: Oakland High, Fremont, Alt Ed Collaborative, Madison Park Academy, Skyline, and Oakland Technical	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	TRUMath is an acronym that means Teaching for the Robust Understanding of Mathematics. Students often experience mathematics as a set of isolated facts, procedures and concepts, to be rehearsed, memorized, and applied. The goal of TRUMath is to give students opportunities to experience mathematics as a coherent and meaningful discipline. This means identifying the important mathematical ideas behind facts and procedures, highlighting connections between skills and concepts, and relating concepts to each other-not just in a single lesson, but also across lessons and units. It also means engaging students with centrally important mathematics in an active way, so that they can make sense of concepts and ideas for themselves and develop robust networks of understanding.
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 5.59% 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.)	We use multiple measures to evaluate the impact upon student achievement, including: annual teacher and administrator interviews, twice yearly classroom observations of all participating teachers, Fall and Spring video analysis activity, and student Mid-Year and End of Course Exam scores.
Does the grant require any resources from the school(s) or district? If so, describe.	No

<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 5.59% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)</p>	Yes
<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>	No
<p>Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)</p>	<p>David Chambliss Deputy Chief of Teaching & Learning Oakland Unified School District 1000 Broadway, Suite 600, Oakland, CA 94607 (510) 750-8745 david.chambliss@ousd.org</p>

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	David Chambliss		
Department Head (e.g. for school day programs or for extended day and student support activities)	Sondra Aguilera		6/1/18

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer			
Superintendent	Kyla Johnson-Trammell		

SERP

Subaward Agreement
to
Tru-Lesson Study: Supporting A Fundamental Shift In High School Mathematics Teaching Project
(Enacted 8/12/15)
between
Strategic Education Research Partnership Institute
and
Oakland Unified School District

This first Amendment to the Tru-Lesson Study: Supporting A Fundamental Shift In High School Mathematics Teaching Project Subaward Agreement is entered into by and between the Strategic Education Research Partnership Institute and the Oakland Unified School District.

This Agreement is hereby amended as follows:

Description of change(s) made effective May 16, 2018:

1. Article 1. AGREEMENT TERM
The Subaward Agreement duration period has been extended to June 30, 2019. A final invoice will be due no later than August 15th, 2019.
2. Article 3. FUNDING MECHANISM AND PAYMENT
The total reimbursement to Subawardee under this Agreement is reduced to five hundred thirty-three thousand eight dollars (\$553,008) because the position of Math Specialist 2 has not been filled for the 2017-2018 school year. A revised budget for the remaining funds is included as Attachment 1. By agreement of both parties, SERP will directly fund additional hours of specialist support to math department team meetings and meeting preparation.

All other terms and conditions of the original grant agreement shall remain unchanged.

In witness whereof, the parties hereto have executed this Amendment as of the day, month and year shown:

Strategic Education Research Partnership Institute

Oakland Unified School District

Signature:

Signature:

Aimee Eng

President, Board of Education 6/28/18

Printed Name: Beverly Hoffmaster

Printed Name:

Title: Director of Operations

Title:

M. Smith

Secretary, Board of Education 6/28/18

Date: May 16, 2018

Date:

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel

SERP Institute | 1100 Connecticut Ave | NW | Suite 1310 | Washington, DC 20036 | www.serp-institute.org

By *[Signature]*
Michael L. Smith, Attorney at Law

(CRGD 6/4/18)

6/4/18

Board Office Use: Legislative File Info.	
File ID Number	15-1487
Introduction Date	8/12/2015
Enactment Number	15-1246
Enactment Date	8/12/15



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Allen Smith

Board Meeting Date August 12, 2015

Subject **Subaward Agreement and Acceptance of Grant With Strategic Education Research Partnership Institute**

Action/Recommendation **Approval Of Subaward Agreement And Acceptance Of Grant With Strategic Education Research Partnership Institute**

Background/ Discussion The District has been awarded a subaward grant in the amount of \$745,563 over a three year period (August 1, 2015 to December 31, 2018) to:

- 1) Support the work of high school mathematics departments by:
 - supporting at the district level the creation of course-specific collaborative communities organized around Algebra, Geometry and Algebra 2;
 - building partnerships between Teaching & Learning (central office) mathematics staff and site teacher leaders to build collaborative culture within schools – supporting teacher collaboration meetings and coaching in ways that support collaboration across classrooms; and
 - actively reviewing lessons learned from TRUMath and Lesson Study work to incorporate that learning into other OUSD Common Core work.

- 2) Support the partnership and effectively bringing TRUMath and Lesson Study to District high schools by:
 - participating with the TRUMath team in the design and delivery of the department interventions; and
 - supporting and participating in the Lesson Study process and development of the associated materials, as requested.

TRUMath is an acronym that means Teach for the Robust Understanding of Mathematics. Students often experience mathematics as a set of isolated facts, procedures and concepts,



OAKLAND UNIFIED
SCHOOL DISTRICT

to be rehearsed, memorized, and applied. The goal of TRUMath is to give students opportunities to experience mathematics as a coherent and meaningful discipline. This means identifying the important mathematical ideas behind facts and procedures, highlighting connections between skills and concepts, and relating concepts to each other—not just in a single lesson, but also across lessons and units. It also means engaging students with centrally important mathematics in an active way, so that they can make sense of concepts and ideas for themselves and develop robust networks of understanding.

Fiscal Impact

Revenue to the District in the amount of \$745,563

Attachment

Agreement

SERP

SUBAWARD AGREEMENT

between

STRATEGIC EDUCATION RESEARCH PARTNERSHIP INSTITUTE

and

OAKLAND UNIFIED SCHOOL DISTRICT

for the

**TRU-LESSON STUDY: SUPPORTING A FUNDAMENTAL SHIFT IN
HIGH SCHOOL MATHEMATICS TEACHING**

PREAMBLE

This Subaward Agreement ("Agreement") is made and entered into as of the first day of July, 2015 ("Effective Date"), by and between:

- (A) **STRATEGIC EDUCATION RESEARCH PARTNERSHIP INSTITUTE ("SERP")**, a non-profit organization, located at 1100 Connecticut Avenue, NW, Suite 1310, Washington, DC 20036; and
- (B) **OAKLAND UNIFIED SCHOOL DISTRICT ("Subawardee")**, a U.S. K-12 public education school district, located at 1000 Broadway Suite 680, Oakland, CA 94607.

SERP and Subawardee each is a "Party". Collectively, they are the "Parties".

RECITALS

WHEREAS, SERP is dedicated to innovation in education through sustained collaborations among distinguished researchers, educators, and designers; and

WHEREAS, SERP has received a financial assistance award from the National Science Foundation ("Sponsor" or "NSF") in the form of a grant for the **TRU-LESSON STUDY: SUPPORTING A FUNDAMENTAL SHIFT IN HIGH SCHOOL MATHEMATICS TEACHING** ("Project"), Prime Award Number 1503342 (CFDA 47.076), to develop, implement, and study the impact of TRUmath professional development and Lesson Study in Oakland Unified School District High Schools.

WHEREAS, Subawardee wishes to collaborate with SERP on the Project, and SERP wishes to make available to Subawardee NSF funds to support such collaboration.

NOW, THEREFORE, in consideration of the mutual understandings, covenants, and undertakings set forth herein, and for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, it is agreed as follows:

1. AGREEMENT TERM.

This Agreement is effective on the Effective Date and will remain in effect until December 31, 2018, unless sooner terminated as provided in Section 10 (Termination), or amended in accordance with Section 15.7 (Amendments).

2. STATEMENT OF WORK.

2.1. Subawardee agrees to undertake the statement of work set forth in Attachment 1 ("Statement of Work") in accordance with the terms and conditions of this Agreement. Subawardee shall carry out the Statement of Work with due care and diligence, and in a professional manner, providing all personnel, equipment, supplies, and facilities necessary to performance of the Statement of Work.

2.2. Philip Tucher is a Principal Investigator for the Project and will oversee all obligations of Subawardee pursuant to this Agreement. Barbara Shreve is designated as Subawardee's Project Director and shall be responsible for day-to-day administration, immediate supervision and performance of the Statement of Work.

3. FUNDING MECHANISM AND PAYMENT.

3.1. Subject to Subawardee's compliance with this Agreement, SERP will reimburse Subawardee for direct and indirect costs of performing the Statement of Work, in accordance with the approved budget attached hereto as Attachment 2 ("Budget") and any modifications to such Budget as permitted in Section 4 (Project Administration). The total reimbursement to Subawardee under this Agreement shall not exceed seven hundred forty-five thousand five hundred sixty-three dollars (\$745,563) ("Total Reimbursement"), including all direct and indirect costs. Unless otherwise agreed in writing, the Total Reimbursement shall constitute the full and complete amount payable by SERP to Subawardee for the obligations assumed by Subawardee under this Agreement, but in no event is Subawardee entitled to payment in excess of Subawardee's actual allowable costs of performance under this Agreement.

3.2. Subawardee shall keep systematic and complete records of the receipt and disbursement of all funds, consistent with the financial management standards set forth in Office of Management and Budget ("OMB") Circular A-110, *Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations*, as implemented by ED in 34 CFR Part 74. Subawardee will track all funds provided by SERP under this Agreement in a separately identifiable account within Subawardee's financial system, and Subawardee shall account for its costs of performance in accordance with its established cost accounting policies and procedures, consistent with OMB Circular A-21, *Cost Principles for Educational Institutions* ("Applicable Federal Costs Principles"). Subawardee agrees that all expenditures under this Agreement shall be subject to and consistent with the Applicable Federal Costs Principles.

3.3. Payment will be made on a cost reimbursement basis upon the submission to SERP of an invoice from Subawardee. Invoices may be submitted to SERP no more frequently than monthly and no less frequently than quarterly, and invoices must be submitted within thirty (30) days after the period covered by the invoice. The invoice must include cumulative and current period expenses delineated by line item category specified in the Budget, as well as total payments received from SERP to date, the Prime Award Number, and a signed certification that all costs are consistent with the Applicable Federal Costs Principles and incurred in accordance with this Agreement. SERP will pay Subawardee, within thirty (30) days after receiving and reviewing Subawardee's invoice, for direct and indirect costs determined to be consistent with the Applicable Federal Cost Principles. Payments will be made to Subawardee by check mailed to the address set forth in Section 15.12 (Notices and Communications).

3.4. Subawardee will submit a final invoice (marked "Final") within forty-five (45) days after the expiration of this Agreement. The final invoice will be used by SERP as the final report of expenditures. In no event may the cumulative reimbursements to Subawardee exceed the Total Reimbursement.

3.5. Subawardee acknowledges that funding for this Agreement is pursuant to a prime grant award to SERP from the Sponsor. Accordingly, by executing this Agreement, Subawardee agrees to comply with all applicable Sponsor requirements, including but not limited to applicable Education Department General Administrative Regulations ("EDGAR") in 34 CFR Parts 74, 75, 77, 80, 81, 82, 84, 85, 86, 97, 98, and 99, and the requirements listed in Attachment 3 ("Representations, Certifications, and Other Sponsor Requirements"). SERP's obligation to make payments to Subawardee under this Agreement is contingent on continued Project funding to SERP from the Sponsor. Furthermore, SERP's obligation to fund this Agreement is contingent on Subawardee's satisfactory performance of the Statement of Work and compliance with all Subawardee obligations under this Agreement, as determined by SERP in its sole discretion.

4. PROJECT ADMINISTRATION.

4.1. Subawardee shall request written approval from SERP prior to any of the following expenditures or occurrences:

- a. Incurring costs prior to the Effective Date of this Agreement, or after termination or expiration of this Agreement;**
- b. Subawardee's material modification to the activity contemplated in the Statement of Work, or a change in scope or objectives set forth in the Statement of Work;**
- c. Direct funding of administrative, clerical, or other general business staff, or other general or administrative expenses;**
- d. The transfer of amounts budgeted for indirect costs to absorb increases in direct costs, or vice versa;**
- e. Transferring a portion of the Statement of Work to another entity or institution, or subawarding funds under this Agreement to another entity or institution, except where such activity is specifically identified and budgeted within the Budget;**
- f. The purchase of materials or equipment having a unit price over \$5,000.00, except where such items are specifically identified and budgeted within the Budget;**
- g. The purchase of real property, other than leasehold interests; and**
- h. Any change in, or long term absence of, Subawardee's Principal Investigator and/or Project Director, as defined in Section 2.2, or other key personnel (as named in the Budget) involved in the Project.**

4.2. Subawardee may not, without SERP's prior written approval, transfer funds within Subawardee's approved Budget categories, unless the cumulative amount of such transfers effect a change of 10% or less in each of the affected Budget categories.

4.3. If SERP has approved a Budget containing multiple Budget periods, any unspent funds in one Budget period may be carried forward to the next Budget period.

4.4. Any income received by Subawardee in connection with the Project or Statement of Work during the term of this Agreement ("Program Income") must be reported to SERP and applied to carrying out the Project, in accordance with instructions provided by SERP.

4.5. All unobligated funds under this Agreement in the possession of Subawardee upon expiration or termination of this Agreement must be promptly returned to SERP.

4.6. Funds under this Agreement may not be used for construction or alteration, including renovation, modernization, remodeling, or improvement of facilities and buildings, without prior written approval from SERP.

4.7. Funds under this Agreement may not be used to provide compensation in the form of profit or fee to Subawardee as consideration for Subawardee's performance under this Agreement.

4.8. Subawardee's indirect cost rate must be supported by a copy of a signed negotiated indirect cost rate agreement with a cognizant agency in effect on the Effective Date. Subawardee shall provide SERP with a copy of its rate agreement before SERP will release funds to Subawardee under this Agreement.

4.9. Subawardee agrees to comply with all applicable requirements of 34 CFR Part 97, Protection of Human Subjects, with respect to all research involving human subjects conducted, supported, or otherwise subject to regulation pursuant to this Agreement. Upon request by SERP, Subawardee shall

provide to SERP evidence of Subawardee's official Institutional Review Board approval of Project research involving human subjects that is not exempt under 34 CFR Part 97.

4.10. Subawardee commits to following best practices with respect to ethics and safety for the Project, as defined by its own established institutional policies and procedures, consistent with all applicable laws, policies, and procedures of the jurisdiction in which Project activities are being carried out or to which Subawardee is otherwise subject.

4.11. Subawardee shall notify SERP in writing immediately upon the following: (a) any significant findings, breakthroughs, or events of unusual interest, (b) any significant problems, delays, or adverse conditions (including physical, cultural, legal, regulatory, or social conditions) that will materially affect the Statement of Work, (c) any adverse publicity related to this Agreement, and (d) suspension or debarment (e.g., a declaration of ineligibility to contract with any government), arrest by law enforcement officials, or other such matters raised against Subawardee, or its employees, agents, or subcontractors engaged in activity under this Agreement.

5. PROCUREMENT AND PROPERTY ACCOUNTABILITY.

5.1. All procurement of goods and services under this Agreement shall be conducted in a manner to provide, to the maximum extent practical, open and free competition, in accordance with all applicable laws, and consistent with the procurement standards and required flowdown provisions set forth in Sponsor regulations at 34 CFR Part 74. Subawardee agrees that all procurement will be conducted in accordance with applicable laws governing permissible sources of procurement.

5.2. Title to equipment, supplies, and other personal property acquired by Subawardee under this Agreement shall vest in Subawardee. Title to real property acquired with funds under this Agreement, if acquired with SERP approval, shall vest in Subawardee.

5.3. Management and disposition of all property acquired under this Agreement shall be subject to the standards set forth in Sponsor regulations at 34 CFR Part 74.

6. INTELLECTUAL PROPERTY.

6.1. Title to intellectual property created, developed, conceived, or reduced to practice under this Agreement shall vest in accordance with applicable intellectual property law, consistent with the intellectual property rights and obligations set forth in Sponsor regulations at 34 CFR Part 74 and the regulations set forth in 37 CFR Part 401, *Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*. Subawardee and Principal Investigator and/or Project Director shall promptly and fully disclose to SERP in writing any intellectual property created, developed, conceived, or reduced to practice under this Agreement, whether or not such intellectual property is a Deliverable as described in Section 6.5.

6.2. Subawardee shall promptly report to SERP any efforts by Subawardee to secure legal protection with respect to intellectual property created, developed, conceived, or reduced to practice under this Agreement, and Subawardee shall report to SERP any governmental filings made by Subawardee with respect to intellectual property under this Agreement. SERP agrees to maintain the confidentiality of such reports, on mutually agreed terms as may be reasonably necessary to allow Subawardee to preserve patent rights and other intellectual property rights that might otherwise be adversely affected by disclosure.

6.3. Subawardee acknowledges and agrees that all intellectual property of SERP that is provided to Subawardee under this Agreement, including but not limited to materials furnished to Subawardee for purposes of carrying out the Statement of Work and any SERP publications, curriculum, course materials, examinations and all items contained therein, are the sole and exclusive property of SERP. Subawardee may not use SERP's intellectual property in any manner (i) other than as expressly provided for and contemplated in this Agreement, (ii) likely to diminish the commercial value of such intellectual property, or (iii) likely to cause marketplace confusion about such intellectual property, including but not limited to confusion about intellectual property ownership.

6.4. With respect to any intellectual property that Subawardee creates, develops, conceives, or reduces to practice, independently under this Agreement and to which SERP does not have ownership rights under Section 6.1, Subawardee shall retain all right, title and interest in and to the Intellectual Property and any patents, copyrights, software and tangible research materials and other intellectual property related thereto. Any intellectual property that Subawardee creates, develops, conceives, or reduces to practice jointly shall be owned jointly by Subawardee and joint party. Subawardee hereby grants to SERP a worldwide, perpetual, paid-up, royalty-free, non-exclusive license for non-commercial, educational and research application of such intellectual property. This license shall take effect automatically without the necessity of any further negotiation or agreement between SERP and subawardee or other owner(s) of the intellectual property.

6.5. Subawardee shall have all right, title, and interest in Subawardees Deliverables under this agreement. SERP's rights to practice 'deliverables' as defined in the Statement of Work are as described in the preceding Section 6.4.

6.6. Subawardee shall ensure that the rights of SERP and the Federal government under this Section are specifically recognized, acknowledged, and agreed to in writing by any of its employees, agents, contractors, consultants, subrecipients, and by all others participating in work under this Agreement, and Subawardee shall be responsible for ensuring compliance with this Section in all of its agreements.

7. REPORTING

7.1. At least ~~thirty~~ (30) days prior to the due dates of the Interim Performance Reports as specified in the Statement of Work (Attachment 1), for the duration of this Agreement, Subawardee shall submit to SERP a Subawardee annual report addressing the programmatic elements described in Attachment 1 ("Statement of Work").

7.2. At least ~~thirty~~ (30) days prior to the due dates of the Annual and Final Performance Reports as specified in the Statement of Work (Attachment 1), for the duration of this Agreement, Subawardee shall submit to SERP a Subawardee annual report addressing the programmatic elements described in Attachment 1 ("Statement of Work") and financial activities to date.

7.3. Principal Investigator and/or Project Director and other key personnel (as named in the Budget) will meet with SERP in person or by telephone on an as needed basis to discuss the status of the Statement of Work.

7.4. Subawardee acknowledges that SERP has an obligation to communicate with the Sponsor about the programmatic and financial status of the Project on a regular basis. Therefore, upon request by SERP, Subawardee will support SERP's obligations by providing relevant programmatic and financial information to SERP.

8. PUBLICATION, PUBLICITY, AND ACKNOWLEDGEMENT.

8.1. Consistent with the reasonable interests of each Party in the preservation or perfection of rights in intellectual property and the protection of confidential or proprietary information, the Parties anticipate and expect publication of scientifically significant results of research under this Agreement in the appropriate professional, scientific, and academic journals, and presentation of results at professional meetings or conferences. Not less than thirty (30) days prior to submission of any manuscript for publication or presentation of any results by Subawardee, Subawardee shall provide to SERP a copy of the proposed manuscript or presentation and give due consideration to comments, requests, or suggestions by SERP. Publication or presentation by one Party shall give appropriate credit, with the other Party's consent, to the other Party's role in the research. No publication or presentation may identify a specific school or school district without that district's consent.

8.2. All publications and presentations of findings under this Agreement must include the following acknowledgement: "The research reported here was supported by the National Science Foundation through Grant Award 1503342 to Strategic Education Research Partnership Institute. The opinions expressed are those of the authors and do not necessarily represent views of the National Science Foundation or the Strategic Education Research Partnership Institute."

8.3. Subawardee shall submit, through the online mechanism provided by the Educational Resources Information Center (<http://www.eric.ed.gov/>), an electronic version of any final manuscript upon acceptance for publication in a peer-reviewed journal, resulting from research supported in whole or in part by this Agreement. The final manuscript is the final version accepted for journal publication, and includes all modifications from the peer review process

8.4. Neither Party will release any publicity or public relations materials regarding this Agreement or the activities contemplated hereunder without the other Party's prior written consent, which will not be unreasonably withheld; provided, however, that publications, presentations and submissions contemplated by Sections 8.1-8.3 shall not be considered publicity or public relations materials, and SERP may issue press releases and newsletters that pertain to the Project and that identify Subawardee's participation in the Project in the following format "Oakland Unified School District." Except as otherwise permitted in this Section, neither Party will use the name, logo, insignia or trademarks of the other Party or any of the other Party's affiliates, trustees, officers, faculty members, students, employees, or agents in any press release, fund-raising, web site or product advertising, or for any other promotional purpose, without first obtaining the written consent of the other Party. For purposes of this Agreement, the word affiliate has the following definition: "With respect to any person or entity, any other person or entity which controls, is controlled by, or is under common control with, such person or entity, where 'control' means the possession, directly or indirectly, of the power to direct or cause the direction of management policies of a person or entity, whether through ownership of securities, by contract or otherwise. For purposes of this Agreement, the Parties are not affiliates of each other."

9. AUDIT RIGHTS AND RECORD RETENTION.

9.1. Subawardee shall maintain, and shall cause any of its approved subrecipients to maintain, according to applicable accounting principles and good financial practices, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, memoranda, and other evidence, sufficient to accurately and properly reflect all costs and the disposition of any materials, tools, or equipment under this Agreement. SERP, Sponsor, the U.S. Comptroller General, or their authorized representatives shall have the right, with reasonable advance notice during normal business hours, to conduct site visits, meet with Subawardee personnel, and view any materials, equipment, tools, or supplies purchased under this Agreement, and any books, documents, records, correspondence,