

File ID Number	17-1260
Introduction Date	
Enactment Number	
Enactment Date	
By	



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools. Thriving Students

**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 2017-19 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:

MDRC is conducting 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 compensate sites for the data collection at both the participating sites and the control sites which have been selected from a pool of interested schools. At the 4 participating sites, a \$500 stipend is paid to a person to facilitate data collection. At the 3 control sites, the stipend is \$1500. The total for all 7 sites is \$7500. SERP and Abt are also supporting this work and have separate agreements with the District pending.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
17-1260	Yes	Grant Proposal	Oakland Unified School District English Language Learner and Multilingual Achievement Office (ELLMA)	Supporting data collection for approved study of implementation of SERP Word Generation to promote academic language & reading comprehension for 4th and 5th grade ELLs and economically disadvantaged students.	7/1/17/2017 through 6/30/19	MDRC	\$7,500.00

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:\$7,500

RECOMMENDATION:

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: MDRC Academic Language Instruction Study	Funding Cycle Dates: 7/1/17/2017 through 6/30/19
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: \$7,500
Funding Agency: MDRC	Grant Focus: Supporting 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: asdf Control Schools: asdf	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	By supporting robust data collection, this grant will help ensure reliable conclusions about the efficacy of the SERP Word Generation materials being used and studied 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		

MDRC-OAKLAND UNIFIED SCHOOL DISTRICT AGREEMENT RE ALI: ROLES & RESPONSIBILITIES

Background

MDRC is a nonprofit, nonpartisan education and social policy research organization dedicated to learning what works to improve programs and policies that affect disadvantaged people; this work also includes research on initiatives seeking to promote academic success. MDRC was awarded a Prime Contract by the U.S. Department of Education, namely Contract No. ED-IES-15-C-0050, to conduct the Impact Evaluation of Academic Language Interventions (“ALI”). The impact evaluation is referred to as the “Project” in this Agreement.

MDRC will lead the Project and has assembled a “Study Team” that will work with the Oakland Unified School District during the Project. The Study Team consists of MDRC; its partners, Abt Associates (“Abt”); the Florida Center for Reading Research (“FCRR”); and the Strategic Education Research Partnership (“SERP”), the expected academic language intervention training provider. The Project is a random assignment evaluation that will introduce an intervention in academic language—knowledge and understanding of words and discourse found in text that forms the basis for the language of schooling—into selected elementary schools nationwide. The goal of the Project is to assess the impact of the selected academic language intervention, Word Generation Elementary, on the language and reading skills of English Learner (“EL”) students and disadvantaged non-EL students (e.g., students from low income families). During the Project, approximately 10 school districts and 72 elementary schools will participate nationwide. Within each of the school districts, schools will be randomly assigned (a lottery-like process) to receive project-funded training and support in Word Generation Elementary for implementation in the 2017-18 school year (the “Program Schools”) or to continue to operate as they do normally (the “Business as Usual Schools”).

MDRC and the U.S. Department of Education have selected the Oakland Unified School District (“District”) to be a site in the Project. The District and selected schools have agreed to participate in the Project. By participating, the District commits to the participation of District staff and resources during the term of the Project. The selected schools agree to commit the participation of school personnel during the term of the Project.

This Agreement (“Agreement”) sets forth the respective roles and responsibilities of the District and MDRC and its Study Team. By executing this Agreement, the District agrees to its participation in the Project as described in this Agreement. MDRC looks forward to working with you!

1. Term.

The term of this Agreement is from the date last signed below to December 31, 2019 (“Term”), provided the U.S. Department of Education exercises and funds all option periods and the optional task of MDRC’s Prime Contract.

In the unlikely event that the U.S. Department of Education does not fund a future optional period or task and would impact an obligation owed by MDRC to the District, MDRC will provide written notice to the District thereof as soon as practicable. Following receipt of such notice, District may terminate this Agreement as described in Section 9 below.

2. Responsibilities of the Parties.

During the Term, MDRC and the Study Team, the District, and the District's participating schools will participate in the Project in accordance with the terms and conditions set forth below and with this Agreement's exhibits. These exhibits include the ALI Reference Sheet (the "Reference Sheet"), attached and incorporated as Exhibit A and the ALI Scope of Work (the "Scope of Work"), attached and incorporated as Exhibit B.

The District will identify the schools participating in the Project by completing the Reference Sheet. By identifying these schools, the District is committing the participation of said schools. Additionally, the District will identify "lead teachers" in each school. These lead teachers will help the Program Coach¹ selected by SERP in coordination with the District to support schools in implementing the academic language intervention, to coordinate the implementation activities. The Program Coach will be trained by SERP.

The schools identified on the Reference Sheet are expected to be active participants in the Project, and the principal's signature on Exhibit A reflects this understanding. If it is a Program School, it should satisfactorily implement Word Generation Elementary in accordance with the training provided by SERP. Otherwise, the school should continue on business as usual (i.e., if it is a Business as Usual School). Participation in the Project includes data collection activities, which will entail student assessments, and classroom visits, as well as surveys of teachers and students. Lastly, each participating school will work with the District to identify a "Data Collection Liaison," whose name the District will furnish to MDRC, to assist in the collection of data and coordination of site visits.

3. Payments.

MDRC and certain members of the Study Team will make payments to the District (and possibly directly to participating schools depending on District procedures) contingent upon satisfaction of the terms of the Agreement and the continued funding of the Project by the U.S. Department of Education. The District will ensure all payments received on behalf of participating schools are disbursed to each participating school as contemplated by this Agreement. The amount of some payments under this Agreement are stipulated in separate agreements with SERP and Abt. The payments are as follows:

Program Coach. A District Program Coach is to be funded by SERP no less than 12 hours and no more than 20 hours per school per month, as well as hourly stipend and travel expenses (transportation, lodging, per diem) incurred in accordance with federal travel guidelines for Summer 2017 training, with said payments made to the District no more than 30 days after the end of each calendar month in which the Program Coach works. The SERP scope of work is stipulated in a separate MOU between SERP and the District. Should this MOU between SERP and the District fail to be approved by the Board by June 30th, 2017, the District reserves its right to withdraw from this MOU with MDRC.

Data Collection. MDRC will provide District with a payment to support data collection activities. This payment will comprise \$500 for a data collection liaison in each participating Program School and \$1500 for a data collection liaison in each participating Business as Usual School. MDRC will make this payment following the completion of

¹ The Program Coach will be funded directly to the District by SERP up to 20 hours per school per month. The Program Coach could be an individual who is an existing District employee or someone local who is not currently employed by the District (e.g., a retired teacher, someone on leave, etc.).

Spring 2018 data collection activities by District, but no later than June 30, 2018. Payment will be delayed should the District not complete the data collection activities.

Lead Teacher. To offset expenses incurred in supporting the implementation of Word Generation Elementary by the lead teacher, MDRC expects SERP to provide the District with \$750 per participating Program School (see SERP MOU for details) . The District will adhere to all reasonable procedures developed by SERP, in consultation with the District, regarding this payment. The SERP scope of work is stipulated in a separate MOU between SERP and the District. Should this MOU between SERP and the District fail to be approved by the Board by June 30th, 2017, the District reserves its right to withdraw from this MOU with MDRC.

Staff Time for Summer Training Outside Contract Hours. SERP and the District will work closely together to develop a training plan for the District and its participating schools. When possible, it is expected that the majority of the training will occur during contract hours. Should training occur outside contract hours, MDRC expects Abt will reimburse the District for teacher and other staff time involved in said training that must occur outside existing labor contract hours or for which substitute teachers are required. The District will adhere to all reasonable procedures developed by Abt, in consultation with the District, regarding reimbursement for the costs of staff time outside contract hours. The Abt scope of work is stipulated in a separate MOU between Abt and the District. Should this MOU between Abt and the District fail to be approved by the Board by June 30th, 2017, the District reserves its right to withdraw from this MOU with MDRC.

4. Point of Contact and Notice.

The following individuals shall serve as the primary supervising points of contact in connection with the completion of the Scope of Work for the Project:

Point of Contacts for the Study Team:

William Corrin, MDRC (Project Director)
Catherine Darrow, Abt (Implementation Project Director)

Point of Contact at District: As identified in Exhibit A

MDRC or the District may, at any time, designate a new or alternative point of contact for its organization and will promptly notify the other party in writing upon such designation.

All notices required or permitted to be given hereunder shall be sufficient if in writing and personally delivered; if sent by certified mail, return receipt requested and postage prepaid; or if sent by national recognized courier, signature delivery required, addressed as follows:

If to MDRC:

Jesús M. Amadeo
Senior Vice President
MDRC
16 East 34th Street, 19th Floor
New York, NY 10016

If to the District:

As specified in Exhibit A

5. Review of Written Materials and Publicity.

As required under the Agreement between MDRC and the U.S. Department of Education, the District shall provide MDRC, via written notice to the MDRC Point of Contact set forth above in Section 4, with advance notice and copies of any District created Project-related materials prepared for marketing, publicity, or presentation purposes. MDRC will review these materials and provide the District with any comments and submit to the U.S. Department of Education for its approval for the District to use the materials.

6. Program Information and Research Information/Rights in Data.

MDRC considers all data and records within the District's custody that are collected and used in the ordinary course of business to be "District Information." "District" as used in this Section 6 refers to both the District and the District's participating schools. The District shall retain ownership of all District Information at all times.

There are two types of Research Information:

- A. All data compiled or collected by the Study Team and the District specifically for the Project (i.e., information that is not collected and used in the ordinary course of business, such as staff and student surveys, study administered tests, classroom observations and teacher ratings as described in Exhibit B), whether such data are in the custody of the District or MDRC. All information described in this subsection is the property of MDRC.
- B. MDRC considers that when the District transfers copies of its District Information to MDRC for MDRC's research use, in accordance with this Agreement, those copies become Research Information and will be protected by MDRC as described below. This category of Research Information includes, but is not limited to, the student records data described in Exhibits.

7. Confidentiality & Data Sharing.

The Family Education Rights and Privacy Act permits the release of personally identifiable student data without prior written parental consent if the release is to "organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instruction, if such studies are conducted in such a manner as will not permit the personal identification of students and their parents by persons other than representatives of such organizations and such information will be destroyed when no longer needed for the purpose for which it is conducted." 20 USC 1232g(b)(I)(F).

MDRC shall keep all Research Information in the strictest confidence, only making it available to Study Team personnel with a need to access it. MDRC will comply with all applicable confidentiality and privacy law and rules, and shall cause its employees, consultants, and subcontractors and subcontractors' employees and consultants to so comply. No personally identifiable data will be referred to in any report nor will districts or schools be individually

identified. MDRC must comply with the requirements of MDRC's Institutional Review Board ("IRB") and submit to the IRB all materials required for continuing IRB oversight.

MDRC understands that the Research Information provided by or exchanged with the District will contain identifiable student data. The District and MDRC therefore agree as follows:

- a. MDRC and all of its agents, personnel and employees shall maintain the confidentiality of all the Research Information received. MDRC understands that student and employee records are confidential and agrees to comply with all state and federal laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA); Article 1, Section 1 of the California Constitution; and California Education Code Section 49062, et seq., concerning the maintenance and disclosure of pupil and employee records and data.
- b. MDRC agrees to take strict precautions to safeguard the Research Information and to limit access to such Research Information to MDRC's authorized personnel or agents who require such access and have agreed to abide by the terms of this Agreement.
- c. MDRC agrees to promptly return, or destroy, all Research Information to the District upon termination of this Agreement or at such time as may be requested by the District.
- d. MDRC shall not, other than for the purposes permitted under this Agreement (i) use any Research Information; (ii) disclose Research Information to any third parties.
- e. The foregoing requirements to maintain confidentiality of District's Confidential Information shall extend beyond the termination of this Agreement.

The District may not divulge or disseminate to any third party any Research Information that becomes known to it during performance of this Agreement and/or which is in its custody. The District will keep all Research Information that contains personally identifiable information (i.e., student identification numbers) confidential and secure by storing it in a locked cabinet or file until it is sent to the Study Team. Use of or disclosure to any third party of any such confidential information is a breach of the terms of this Agreement. If the District has any reason to believe that there has been a breach of confidentiality of Research Information, whether through deliberate or inadvertent disclosure, it will notify the MDRC Point of Contact within 24 hours of the discovery of the breach or possible breach. Upon completion of this Agreement, the District will request and then comply with written instructions from MDRC regarding the disposition of any Research Information remaining in its possession. District Information is subject to the confidentiality and privacy laws and rules applicable to the District. District will use reasonable efforts to ensure compliance by the District's participating schools of the confidentiality obligations set forth in this section.

After the final report has been finalized, MDRC will create a restricted-use file for the Department of Education, which will be available to other researchers. This file will have been stripped of all individual, school and district identifiers.

Anything in this Agreement to the contrary notwithstanding, when and to the extent that Project materials are made public by MDRC, District shall have the same rights as the general public to utilize any such materials, including the right to make fair use of copyrighted materials.

The provisions in this Agreement regarding confidentiality will continue to bind MDRC and the District when the Agreement is completed or otherwise terminated.

8. GENERAL PROVISIONS

- a. Relationship of the Parties; No Third-Party Beneficiaries. MDRC is an independent non-profit corporation and, subject to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control and direct the performance of the services to be provided pursuant to this Agreement. The personnel and staff of MDRC are employees of MDRC and shall not, for any purpose, be considered employees or agents of the District. The personnel and staff of the District shall not, for any purpose, be considered employees or agents of MDRC. Nothing in this MOU shall be deemed or construed to establish a joint venture, employer-employee, agent, agency or partnership relationship. This Agreement does not create any right of any sort in any third party with respect to the representations and commitments set forth herein.
- b. Indemnity. MDRC and OUSD each agrees to defend, indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party. Further, the District agrees to be responsible for any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs, arising out of the damage or injury to persons, entities, or property caused or sustained by any person or entity as a result of its performance or failure to perform pursuant to the terms of this Agreement. Moreover, MDRC agrees to be responsible for any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs, arising out of the damage or injury to persons, entities, or property caused or sustained by any person or entity as a result of its, or its agents (including but not limited to Abt, FCRR, and SERP) performance or failure to perform pursuant to the terms of this Agreement. This provision shall survive expiration or termination of this Agreement and shall not be subject to any limitations set forth in this Agreement regarding insurance requirements.
- c. Insurance. During the term of this Agreement, the following shall apply as relates to insurance: (1) The District shall maintain all appropriate insurance for its organization and its insurance policies shall be placed with suitably-licensed carriers with appropriate ratings. (2) MDRC 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. (3) MDRC shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.
- d. Severability and Waiver. If any provision in this MOU is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.
- e. Non-Discrimination. Consistent with the policy of OUSD in connection with all work performed under this Agreement, MDRC 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 or sexual orientation. MDRC 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.

- f. Drug and Smoke Free. 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 any such substances on these School(s).
- g. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: MDRC certifies to the best of 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 Agreement certifies that MDRC does not appear on the Excluded Parties List (<https://www.sam.gov/>).
- h. Governing Law; Venue. This MOU is governed by California law, but without resort to California's conflict of laws. The legal venue for any and all litigation relative to the formation, interpretation and performance of this Agreement is vested in Alameda County, California.
- i. Counterparts. This MOU may be executed in two or more counterparts, each of which will be deemed an original and all of which will be deemed to be one and the same instrument.

9. Termination.

MDRC expects to enjoy a mutually beneficial relationship with the District during the term of this Agreement. Both parties are committing to involvement for that entire period. If, however, circumstances make either party's continued participation in the Project infeasible, that party will provide the other with immediate written notice to both the Point of Contact and Notice parties, and the opportunity to try to resolve the matter. Should the matter not be resolved, either party may terminate this Agreement without cause with thirty (30) days written notice.

10. Signatures.

MDRC and the District both sign below to signal agreement with roles and responsibilities described in this document. MDRC acknowledges that this Agreement is not effective or in any way enforceable against the District unless and until it has been approved or ratified, as required under California law, by the District's governing board.

MDRC

[DISTRICT]

Lorraine Karlen *5/23/17*

Lorraine Karlen Date
Deputy Chief Financial Officer

Dr. Devin Dillon, Date
Interim Superintendent

List of Exhibits

- Exhibit A Reference Sheet and Principal Signatures
- Exhibit B ALI Scope of Work





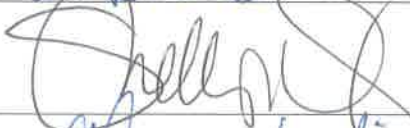


OAKLAND UNIFIED SCHOOL DISTRICT
 Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
 By: *[Signature]*
 MICHAEL L. SMITH Attorney at Law

**Exhibit A
ALI REFERENCE SHEET**

For the convenience of the parties, we have prepared this ALI Reference Sheet as an attachment to the Impact Evaluation of Academic Language Interventions. Below is information specific to the Project at the District.

MDRC and the District agree that should any provision and/or language set forth in this Exhibit A contradict any part of the Agreement between MDRC and the District (within which this Exhibit A is incorporated), the terms of the Agreement shall take precedence and govern over any contradictory terms in this Exhibit A.

Name and Address of District:	Oakland Unified School District 1000 Broadway Suite 680 Oakland CA 94607
District's Signatory (Name and Title):	
Payment Checks to be made out to the following name and sent to the following address:	
Organization's EIN:	
ALI Project Director:	William Corrin (212) 340-8840 William.corrin@mdrc.org

Participating Schools	Principal's Signature
School 1 Franklin Elementary	
School 2 Manzanita Community	
School 3 Fruitvale Elementary	
School 4 Horace Mann	
School 5 Futures Elementary	
School 6 Markham Elementary	
School 7 Korematsu Elementary	

School 8	
School 9	
School 10	

EXPECTED PAYMENTS TO DISTRICT		
Study-provided support	Amount	Paid by
Program Coach	Funded no less than 12 and no more than 20 hours per school per month, as well as hourly stipend and travel expenses (transportation, lodging, per diem) incurred in accordance with federal travel guidelines for Summer 2017 training. See SERP MOU for details.	SERP
Lead Teacher	\$750 stipend per lead teacher	SERP
Data collection liaison	\$500 for control school liaisons; \$1500 for BAU school liaisons	MDRC (Contingent on U.S. ED funding)
Teacher and staff compensation for attending training outside of contract hours	Hourly stipend	Abt Associates
Incentives for teacher survey (if allowable at District)	Up to \$25	Abt Associates