

Board Office Use: Legislative File Info.	
File ID Number	24-2429
Introduction Date	10/23/2024
Enactment Number	24-1907
Enactment Date	10/23/2024 os



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

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tara Gard, Chief of Talent

Meeting Date October 23, 2024

Subject Grant Award – National Center for Teacher Residencies Black Educators Initiative Grant – Talent/Human Resources

Ask of the Board Approval by the Board of Education of the National Center for Teacher Residencies (NCTR) Black Educator Initiative (BEI) Grant Award for \$190,000.00 for the development and support of Black Oakland Teacher Residents, pursuant to the terms and conditions thereof, for the period July 1, 2024 through June 30, 2025.

Background NCTR’s \$190,000.00 investment in the Oakland Black Educator Initiative will support our ongoing efforts to remove financial barriers for our Black educators to enter the profession and become credentialed teachers, in service to students. These funds will help us to achieve our program goals related to the recruitment, development and retention of Black teachers to serve our schools and communities. There is a direct through line from highly-qualified educators to effective teaching to success and achievement for all children. Students must have highly qualified teachers every day if we are to address the education debt that is owed to our Black and brown communities. To fulfill its mission, OUSD has been undertaking several Grow Our Own initiatives to improve teacher recruitment, retainment, and effectiveness. The Oakland Teacher Residency is a critical piece of our system-wide redesign work that will immediately impact thousands of students across Oakland’s public schools, and an investment in OUSD’s Black Educator Initiative will enable sustained access to highly qualified Black educators.

Fiscal Impact 190,000.00 from the National Center for Teacher Residencies Black Educator Initiative Grant

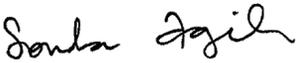
Attachments Grant Face Sheet
Award Letter
Grant Agreement

OUSD Grants Management Face Sheet

<p>Title of Grant:</p> <p>National Center for Teacher Residencies Black Educator Initiative Grant</p>	<p>Funding Cycle Dates:</p> <p>7/1/2024 - 6/30/2025</p>
<p>Grant's Fiscal Agent: (contact's name, address, phone number, email address)</p> <p>Lourdes Reyes Lafon 1332 N. Halsted Street, Suite 304, Chicago, IL 60642 (312) 397-8878 www.nctresidencies.org bei@nctresidencies.org / lreyes@nctresidencies.org</p>	<p>Grant Amount for Full Funding Cycle:</p> <p>\$190,000.00</p>
<p>Funding Agency:</p> <p>National Center for Teacher Residencies</p>	<p>Grant Focus:</p> <p>This living stipend for aspiring Black educators will support teacher candidates in the Oakland Teacher Residency with additional funds while they complete their teaching credential program and Residency placement in 2024-25.</p>
<p>List all School(s) or Department(s) to be Served:</p> <p>The school sites where Residents will be hired upon receipt of the Preliminary credential will not be known until graduation, but Residents teach in schools across the District with a focus on sites that serve Black students, such as Martin Luther King, Jr. Elementary, Prescott Elementary, Piedmont Elementary and Reach Academy. All schools K12 across the district have the potential to be served.</p>	

Information Needed	School or Department Response
<p>How will this grant contribute to sustained student achievement or academic standards?</p>	<p>Grant funds will be used to support living expenses for aspiring Black educators undertaking the teacher licensure process and are committed to teaching in OUSD for a minimum of 4 years upon completion. This helps create a sustainable, affinity-based body of educators who have completed a highly effective residency training model and who reflect our student demographics.</p>
<p>How will this grant be evaluated for impact upon student achievement?</p> <p>(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 4.22% 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.)</p>	<p>Retention data is tracked annually for Residents, and an annual survey of all participants, including mentors, hosting principals and hiring principals is conducted to assess the efficacy of the program.</p>
<p>Does the grant require any resources from the school(s) or district? If so, describe.</p>	<p>OUSD has a Coordinator who oversees and manages the day-to-day implementation of the Oakland Teacher Residency and pathways development. This is an in-kind contribution.</p>
<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 4.22% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)</p>	<p>There are no services aside from the grant fund which are being provided.</p>
<p>Will the proposed program take students out of the classroom for any portion of the school day?</p> <p>(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?</p> <p>(Include contact's name, address, phone number, email address.)</p>	<p>Name: Tara Gard Title: Chief, Talent Officer Site: 944 Address: 1011 Union Street, Oakland CA, 94607 Phone: 510) 879 - 1155 Email: tara.gard@ousd.org</p>

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Tara Gard		7/26/2024
Chief Academic Officer	Sondra Aguilera		7/30/2024

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Senior Business Officer	Lisa Grant Dawson		
Superintendent	Kyla Johnson-Trammell		

Approved as to form by:



Roxanne De La Rocha
OUSD Staff Counsel

09/23/24

Date



Soo Hyun Han-Harris
Coordinator, Retention and Employee Development
Oakland Teacher Residency
Oakland Unified School District/ Talent Division
1011 Union Street, Site 944
Oakland, CA 94607

June 27, 2024

Dear Soo Hyun,

Thank you for your submission for NCTR's Phase 2 of the Black Educators Initiative (BEI). In 2019, BEI began as a response to an urgent and pressing challenge: Black students who have just one Black teacher during elementary school are more likely to graduate from high school and consider going to college, yet just 7% of public school teachers are Black.* Phase 1 of BEI focused on helping NCTR Network teacher residency programs improve the recruitment, preparation, and retention of Black educators, with the ultimate goal of improving student outcomes. By focusing on the specific needs and challenges faced by Black educators, BEI has developed strategies and best practices that can be adapted to support teachers from various backgrounds, creating more inclusive and effective learning environments for aspiring educators.

Phase 2 of BEI builds on the successes and lessons learned in Phase 1. With a new commitment of \$40 million over five years, Phase 2 will continue the work of Phase 1 by directing funds toward innovative programming focused on the recruitment, preparation, and the eventual hiring and retention of 2,400 additional teachers. Phase 2 will continue our commitment to our core mission of supporting and empowering educators who reflect the diverse backgrounds and experiences of the students they serve. In line with this mission, BEI Phase 2 funding must be used to support teacher residents from underrepresented and historically marginalized communities who are a reflection of the students in the schools the residents will serve.





The *Oakland Teacher Residency* is awarded **\$190,000** to facilitate your important BEI work, pending NCTR's receipt of funding for this program. The term of this grant is July 1, 2024 through April 30, 2025.

BEI empowers Network members to redesign their practices to better serve the needs of educators. Ultimately, BEI seeks to improve educational outcomes for students in predominantly Title I schools by ensuring a well-prepared teaching workforce. Please refer to the forthcoming grant agreement for official terms.

Sincerely,

A handwritten signature in black ink, appearing to read "Keilani M. Goggins".

Keilani M. Goggins
Managing Director, Black Educators Initiative





BLACK EDUCATORS INITIATIVE GRANTEE AGREEMENT

Grantee: Oakland Unified School District
Amount: \$190,000
Term: July 1, 2024 - June 30, 2025

Agreement: This grantee agreement (the “Agreement”) is made and entered into as of July 1, 2024 (the “Effective Date”) between the National Center for Teacher Residencies (“NCTR”), a Massachusetts not-for-profit corporation (“NCTR”) with offices at 1332 North Halsted St., Suite 304, Chicago, IL, and Oakland Unified School District (“Grantee”) with offices at 1000 Broadway, Suite 300, Oakland, CA 94607 (collectively the “Parties”).

- I. **Use of Grantee Funds.** Grantee agrees to use funds provided by NCTR to participate in NCTR’s Black Educators Initiative (BEI) to the fullest extent possible. Funding must be used by Grantee to support teacher residents from underrepresented and historically marginalized communities who are a reflection of the students in the schools the residents will serve. Grantee acknowledges that NCTR has not earmarked the funds or any portion for distribution to any specific individual other than as compensation for services rendered in furtherance of the contract purpose. Activities associated with BEI participation may include, but are not limited to:
 - a. Scholarships or stipends to offset tuition and training costs.
 - b. Emergency funds to help offset other expenses for teacher residents including transportation, childcare, housing, food, and healthcare expenses.
 - c. Training costs and additional stipends for mentor teachers.
 - d. Test prep expenses or licensure support for candidates.
 - e. Costs of establishing or supporting an existing pre-residency/summer placement experience for candidates.
 - f. Costs for residencies to hire recruiters to implement strategic recruitment strategies to increase the enrollment of teacher residents.
 - g. Costs to establish or sustain affinity groups that build community and promote program completion for teacher residents as well as retention of graduates.
 - h. Support for other strategies that you have successfully implemented that have resulted in recruiting, selecting, and preparing educators.

- i. Implementation of targeted support systems and professional development opportunities designed to improve retention rates and foster ongoing success for teacher residency graduates.

II. **Evaluation.** Grantee agrees to fully participate in NCTR’s BEI research and evaluation, as outlined in Appendix A.

III. **Convenings.** BEI grant recipients will be required to participate in virtual BEI small and whole group convenings to share data, analyze their impact, communicate best practices, and develop resources that support work on their grants. Via Network learning experiences and other NCTR presentations and publications, participants will be expected to share their takeaways, highlight the work of their programs, and activate learning and discussion about increasing the number and support for educators in residencies who reflect the diverse backgrounds and experiences of the students they serve.

IV. **Budget Cycle.** Grantee may use the funds of this Agreement only for the purposes stated herein and must apply funds to the line items listed in a budget developed with and approved by NCTR. These budgets run from July 1, 2024 to April 30, 2025 (“Budget Cycle”) Specifically:

- a. All funds should be used for expenses approved by NCTR.
- b. All unused funds must be returned directly to NCTR at the end of the budget cycle, unless NCTR grants a no-cost extension.

V. **Payments, Reports, and Requirements.** Grantee will receive up to \$190,000 (the “Amount”) for use in the Budget Cycle. If the primary source of funds to support this Agreement is discontinued or becomes at risk for any reason, NCTR will terminate the Agreement. Grantee will receive funds in two installments according to the following schedule:

On or after signature of the Agreement	50% of the Amount
After successfully submitting a mid-year report	Up to 50% of the Amount

- c. **Reporting Requirements:** Grantee will be required to submit reports to NCTR on progress and challenges of proposed activities on the following dates:
 - i. Interim report due no later than December 15, 2024 for activities and expenses as of December 1, 2024.
 - ii. Final report due May 12, 2025 for activities and expenses as of April 26, 2025 (the end of the budget cycle).
- d. **Network Participation Requirement:** Grantee is required to fully participate in Network programming between July 1, 2024 and June 30, 2025. Should Grantee

end their Network membership with NCTR at any point during the term of the Agreement, NCTR may terminate this Agreement.

- VI. **Term/Termination.** The Term of this Agreement begins on the Effective Date and will continue through June 30, 2025, unless sooner terminated under the terms of this agreement. This Agreement may be terminated by either Grantee or NCTR immediately upon written notice if (i) Grantee or NCTR, or anyone acting on either party's behalf engages in any conduct which is criminal or would, in the reasonable opinion of the other party, tend to damage the reputation of that other party or (ii) Grantee or NCTR defaults on its obligations in Sections I, II, III, IV or V, and fails to correct such default within 15 days of receiving notice of such breach.
- VII. **Notice.** All notices under this Agreement shall be in writing and directed to persons and addresses identified for such parties below. Notices shall be deemed effective upon receipt. Either party may change such notice information by written notice to the other in accordance with this Section.

Notice to NCTR shall be given to:

Kathlene Campbell, Chief Executive Officer
National Center for Teacher Residencies
1332 North Halsted St., Suite 304
Chicago, IL 60642

Notice to Grantee shall be given to:

Soo Hyun Han-Harris, Coordinator, Retention and Employee Development
Oakland Unified School District
1000 Broadway, Suite 300
Oakland, CA 94607

VIII. **Limitation on Liability.**

- a. NCTR shall not, nor shall its employees, affiliates, representatives or agents, be liable to the Grantee for any claims, liabilities, actions, suits, judgments, fines, losses, injuries, damages, costs or expenses (collectively, "Losses") arising out of or connected to the provision of services under this Agreement, other than any Losses caused by the gross negligence or willful misconduct of NCTR in connection with the provision of the services under this Agreement. The Grantee hereby waives all rights to recover against NCTR for any Losses to its tangible personal property (whether owned or leased) from any cause, which is covered by insurance maintained by the Grantee, including respective deductibles or self-insured retentions. The Grantee agrees to maintain insurance in respect of such tangible personal property, in such amounts, with such deductibles and against such risks and losses that it deems reasonably necessary or appropriate; and

- b. NCTR does not make any representations or warranties, express or implied, regarding the merchantability, suitability, originality, fitness for a particular use or purpose or results to be derived from the use of any materials, deliverables or services provided under this Agreement. NCTR does not guarantee that any work product or deliverable hereunder will be error-free.

IX. **Indemnification.**

- a. Each of NCTR and the Grantee will indemnify, defend and hold harmless the other party, its officers, directors, employees and agents, against any third-party claims and all resulting liabilities, losses and costs (including reasonable attorneys' fees and settlement costs) arising out of (1) any gross negligence, willful misconduct or breach of this Agreement by the indemnifying party, and (2) any conduct related to the matters contemplated by this Agreement by the indemnifying party that is outside the reasonable control of the indemnified party, including but not limited to the indemnification of NCTR for claims arising in connection with Grantee's operation of the Teacher Residency Program; and
- b. Each party will give the other prompt notice of any claim subject to indemnification hereunder. The indemnifying party shall have the right to control the defense of any claim subject to indemnification hereunder. The indemnified party may participate in such defense at its own expense.

- X. **Relationship of parties.** Both parties understand and agree that no partnership, joint venture, or agency relationship is created hereby. Each party shall be conclusively deemed to be an independent contractor and not under the control or supervision of the other.
- XI. **Assignment.** Neither this Agreement, nor any of the rights or obligations under or relating to this Agreement, may be assigned by either party without the other party's written consent. Any unauthorized assignment is null and void.
- XII. **Modifications or waiver.** This Agreement (a) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and (b) may only be modified, amended or supplemented by the written agreement signed by each of the parties hereto. No waiver of any provision of this Agreement shall be effective unless explicitly set forth in writing and signed by the party providing such waiver (an "Effective Waiver"). No Effective Waiver by any party shall operate, or be construed, as a waiver in respect of any failure, breach or default not expressly identified by such Effective Waiver, whether of a similar or different character and whether occurring before or after a party's delivery of the Effective Waiver. No failure to exercise or enforce, or delay in exercising or enforcing, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver of such right, remedy, power or privilege; nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege hereunder by a party preclude such party's further or other exercise or enforcement

thereof or exercise of or enforcement of any other right, remedy, power or privilege. The waiver of any provision of this Agreement shall not prevent such party from subsequent enforcement of that provision.

- XIII. **Entire agreement.** This Agreement sets forth the entire agreement and understanding between the parties relating to the subjects covered herein, and supersedes and merges all prior discussions and agreements among them. No representations of any kind have been made and no understanding or agreement has been made other than as set forth herein. This Agreement is for the benefit of Grantee and NCTR only, and will not be deemed to create any right of, or liability to, any third party.
- XIV. **Dispute Resolution.** In the event that any dispute or controversy arises out of or relating to this agreement, the parties agree to attempt to resolve such dispute initially through a Meet and Confer via telephone conference. The Meet and Confer shall be held promptly between the parties including individuals with decision-making authority regarding the dispute, to attempt, in good faith, to negotiate a resolution of the dispute or controversy. If the dispute or controversy is not resolved through the Meet and Confer, then it shall be resolved by mediation. The mediator shall be certified and agreed to by both parties.
- XV. **Confidentiality.** In the course of performing under this Agreement, each party may be exposed to information and data about the other party, including, but not limited to, Grantee assessment and evaluation data and NCTR's proprietary processes and materials (collectively, "Confidential Information"). Each party, using the same standard of care that it uses to protect its own Confidential Information from disclosure, agrees to hold the Confidential Information of the other party confidential and to not disclose to others, whether directly or indirectly, without prior written consent of the non-disclosing party, all such Confidential Information, and will limit its use of such Confidential Information to performance of the services under this Agreement. This obligation does not apply to information, which is in the public domain prior to commencement of this Agreement, or at a later date through no fault of the receiving party, which is disclosed to the party's attorneys, accountants, lenders, representatives and other advisers, so long as each applicable representative or advisor agrees to keep such information confidential or is subject to a legal, ethical or contractual duty of confidentiality to the disclosing party, or which party is obligated to divulge by operation of law, including subpoena. All Confidential Information is and shall remain the property of the owning party and shall be returned to that party upon the completion or termination of this Agreement.
- XVI. **Intellectual Property.** NCTR's name and logos and all related trademarks, trade names, and other intellectual property, whether registered or not, and the goodwill associated therewith, are the valuable property of NCTR and all the rights thereto are and shall remain the sole and exclusive property of NCTR, except as may be granted pursuant to the express prior written consent of NCTR.

- XVII. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns; and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- XVIII. **Headings.** The headings of the Sections and subsections of this Agreement are for ease of reference only and shall not affect the interpretation of this Agreement.
- XIX. **Counterparts; Electronic Execution and Delivery.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be considered one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- XX. **Severability.** Each provision of this Agreement shall be considered severable, and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined by a court of competent jurisdiction to be invalid, unenforceable or contrary to existing or future applicable law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those provisions of this Agreement which are valid, enforceable and legal. In that case, this Agreement shall be construed so as to limit any term or provision so as to make it valid, enforceable and legal within any applicable law, and, in the event such term or provision cannot be so limited, this Agreement shall be construed to omit such invalid, unenforceable or illegal provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective on the date first above written.

National Center for Teacher Residencies, Inc.

Oakland Unified School District

DocuSigned by:
 By: *Kathlene Campbell*
 E0004011BAB142E...
 Kathlene Campbell
 Chief Executive Officer

By: *Benjamin Davis*
 Benjamin Davis
 President, Board of Education, Oakland
 Unified School District

Date: 7/25/2024

Date: 10/24/2024

Approved as to form by:

Roxanne De La Rocha
 Roxanne De La Rocha
 OUSD Staff Counsel

Date: 09/23/24

Kyla Johnson-Trammell 10/24/2024
 Kyla Johnson-Trammell,
 Superintendent and Secretary, BOE

APPENDIX A

BEI Evaluation: The Role of Grantee Programs

Collecting data to evaluate the impact of this initiative will enable NCTR and BEI Grantees to demonstrate the significance of the investment; improve and codify residency programming; advance and acquire more support for the NCTR Network and residency movement; and ultimately, support teacher residents and graduates who reflect the diverse backgrounds and experiences of the students they serve. Additionally, collecting data will support research that can inform broader national efforts to recruit and retain effective educators from underrepresented and historically marginalized communities. To achieve these ambitious goals, your program's full participation in NCTR's data collection efforts as part of the BEI is critical.

NCTR's Role

NCTR will contact grantees throughout the year to request data and coordinate NCTR's distribution of surveys to residents, mentors, principals, and graduates, as well as to coordinate any interviews and focus groups NCTR might conduct with these individuals as part of this initiative. NCTR will also provide technical assistance to grantees throughout the year to provide support with collecting and validating data. NCTR commits to maintaining the confidentiality and privacy of grantees, as well as all participants in its data collections. Please see NCTR's standard data use agreement for all Network Members for more information.

Grantees' Role

Each grantee is required to participate in and submit the data specified through all of the below outlined data collections. As detailed below, grantees will need to collect and report resident, mentor, and graduate data, disaggregated by various demographic factors. Grantees are also expected to support NCTR and help ensure adequate participation rates in any data collections NCTR carries out directly with residents, mentors, graduates, and principals, such as NCTR's Residency Experience Surveys, as well as any one-on-one interviews or focus groups NCTR may conduct.

Data to be Collected

Most of the BEI related data are already collected through surveys that NCTR conducts as a regular part of Network membership. Grantees are expected to participate in and/or share the following data with NCTR:

1) Annual Program Data Survey

NCTR typically distributes this survey to all Network Members in the fall/winter each year. BEI grantees are expected to share the following data for each school year/cohort through this survey, disaggregated by various demographic factors. NCTR may also ask grantees to submit and confirm the following information through separate methods at other times of the year, as well:

- The number of applicants
- The number of applicants selected

- The number of resident enrollees
- The number of mentors
- The number of residency program completers
- The number of graduates to be hired as teachers of record
- The number of graduates to be hired in a partner district/CMO
- The number of graduates to be hired into Title I schools
- The number of graduates to return to teach after 1, 3, and 5 years of teaching, as applicable

2) Resident, Mentor, Graduate, and Principal Surveys

BEI grantees are expected to participate in NCTR’s Residency Experience Surveys of residents, mentors, principals, and graduates. Surveys are typically administered in March-April. Grantees must share contact information for these individuals by the stated deadline using a template provided by NCTR. Grantees are also expected to notify residents, mentors, graduates, and principals to expect the survey, and communicate with individuals to confirm surveys have been received and help encourage participation.

3) Virtual Focus Groups and Interviews

To further understand the impact of the initiative, NCTR intends to conduct interviews and focus groups with impacted residents and graduates, as well as mentors and principals, to gather rich, qualitative data regarding the experiences of residents and graduates. This data collection also aims to further center and amplify the perspectives and voices of underrepresented and historically marginalized communities in education. If NCTR conducts any interviews and focus groups, these are likely to occur in May-June. Grantees are expected to support NCTR in recruiting participants for interviews and focus groups per further instructions and guidance from NCTR]]=0-000.

Data Collection Summary

Data Collection	When	What Data Will Be Collected
NCTR Annual Program Data Survey	~October-January	Numbers of applicants, residents, graduates, and mentors; hiring and retention-related data
NCTR Residency Experience Surveys (i.e., resident, mentor, graduate, and principal surveys)	~March-April	Resident, mentor, graduate, and principal experiences, and perceptions of program and resident preparedness
Interviews and/or focus groups	~May-June	Resident, mentor, graduate, and principal experiences, and perceptions of program and resident preparedness