

<b>Board Office Use: Legislative File Info.</b>	
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 **T**each for the **R**obust **U**nderstanding of **M**athematics. 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.

**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,



instructions, plans, drawings, receipts, vouchers, and memoranda relating to performance of this Agreement, for the purpose of auditing and verifying costs under this Agreement, and evaluating and testing Subawardee's systems of internal controls, practices, and procedures. SERP, Sponsor, or its authorized representatives shall have the right to reproduce any such records. Subawardee's failure to provide such access shall constitute a material breach of this Agreement. Subawardee shall ensure that SERP, Sponsor, or its authorized representatives are provided access to the facilities of any approved subrecipients on terms substantially identical to those set forth above.

9.2. Subawardee certifies that it meets and will continue to meet the annual audit requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and will furnish a full and complete copy of such audit report to SERP within 30 days of issuance of the audit report. Subawardee agrees that in the event of adverse A-133 audit findings, or any other adverse audit findings that affect or may affect this Agreement, Subawardee will take appropriate corrective action and notify SERP of same. Subawardee further agrees that all records and reports prepared in accordance with the requirements of OMB Circular A-133 and 34 CFR parts 74 shall be available for inspection by SERP and/or representatives of Sponsor during normal business hours.

9.3. Subawardee agrees to refund to SERP any sum of money relating to costs charged to this Agreement that SERP or an auditor determines to be an unallowable, unallocable or unreasonable cost under Applicable Federal Costs Principles. Notwithstanding any other provision of this Agreement, SERP's payments to Subawardee shall not affect SERP's right to a refund on the basis of a later audit or other review, nor does it affect Subawardee's obligation to return funds that that SERP or an auditor determines to be inconsistent with Applicable Federal Cost Principles.

9.4. Subawardee shall retain all records relating to this Agreement for a period of at least six (6) years after the expiration or termination of this Agreement, with any extensions thereof, or for such longer period(s) as may otherwise be required by applicable law or by Sponsor regulations. If any such records are or may be required to resolve any then threatened or pending claim or arbitration pursuant to this Agreement, the period of retention shall continue until final disposition of such claims or arbitration.

## 10. TERMINATION.

10.1. SERP, in its sole discretion, may terminate this Agreement or any part of the Statement of Work by giving thirty (30) days advance written notice to Subawardee specifying the extent and the effective date of the termination ("Termination Date"). Should SERP terminate this Agreement or any part of the Statement of Work, Subawardee shall immediately stop performance of the activities that are the subject of the termination notice, unless otherwise directed by SERP to resume activity. SERP, in its sole discretion, will reimburse Subawardee for allowable, reasonable, and allocable costs properly incurred in accordance with this Agreement up to the Termination Date, and for non-cancelable commitments only to the extent such costs and commitments cannot be avoided, mitigated, or assigned; provided, however, that total payment to Subawardee under this Agreement shall not exceed Total Reimbursement. Payment under the foregoing sentence will be subject to receipt by SERP of an invoice that identifies Subawardee's costs, certifies such costs as reasonable, accurate, consistent with the Applicable Federal Cost Principles, and incurred prior to the Termination Date, and is accompanied by a report that describes the activities for which Subawardee seeks reimbursement.



#### 11. CONFLICT OF INTEREST.

Subawardee shall, at all times, act in compliance with its established policies and procedures regarding conflicts of interest, consistent with the conflict of interest principles set forth at 34 CFR Part 75.524. Subawardee certifies that it is not aware of any related past, present, or planned interest, financial or otherwise, that may impair its objectivity in performing the Statement of Work. Subawardee shall identify and manage actual and potential conflicts of interest in accordance with its established policies and procedures. Any unresolved conflicts of interest that have or may have a significant effect on the conduct of the Statement of Work shall be promptly reported to SERP in writing, together with proposed actions to eliminate or mitigate the effect of the conflict. Nothing under this Agreement shall be construed as an inducement to Subawardee to recommend or purchase the services of SERP or any other third party.

#### 12. CONFIDENTIAL INFORMATION.

12.1. This Agreement shall be carried out without the disclosure of one Party's confidential or proprietary information to the other Party. However, should it become necessary to disclose confidential or proprietary information, the providing Party will notify the receiving Party in advance and in writing, and the Parties shall agree on reasonable terms for the protection of such information. All confidential information will be clearly marked as such, or promptly disclosed as such, in writing.

#### 13. COMMUNICATION WITH SPONSOR.

Subawardee shall not communicate directly or indirectly with the Sponsor regarding this Agreement or any obligations hereunder without the prior consent of SERP; provided, however, that Subawardee may participate in Sponsor-initiated communications regarding activity under this Agreement and Subawardee will inform SERP of all such Sponsor-initiated communications.

#### 14. SUBAWARDS.

Subawardee shall not outsource any part of the Statement of Work without SERP's prior written approval; provided, however, that a Budget that specifically designates a subrecipient shall constitute SERP's prior written approval for this purpose. Any agreement with a subrecipient must be subject to the terms and conditions applicable to Subawardee as consistent with this Agreement, and the agreement must flow down applicable provisions contained in this Agreement. A copy of all Subawardee's agreements with subrecipients must be provided to SERP.

#### 15. ADDITIONAL PROVISIONS.

15.1. Compliance with Law and Policies: Subawardee shall comply with all applicable law and regulations in performance under this Agreement, and with its own policies and procedures as consistent with this Agreement. Subawardee agrees to comply with all applicable laws and requirements specified in the EDGAR, and the representations and certifications specified in Attachment 3 ("Representations, Certifications, and Other Sponsor Requirements").

15.2. Force Majeure: If either Party is rendered unable by force majeure, to perform some or all of its obligations under this Agreement, the performance of such obligations by such Party, so far as they are affected by force majeure, will be excused from the inception of any such inability until it is corrected, but not longer. The Party claiming inability to perform will immediately after the occurrence of the force majeure, notify the other Party of the nature, date of inception, and expected duration of the force majeure, and the extent to which it will prevent the Party giving such notice from performing its



obligations under this Agreement. If such notice is not in writing, the Party giving it will confirm it in writing as soon as practicable. The Party claiming inability to perform will promptly correct such inability to the extent it may be corrected through the exercise of reasonable diligence. The term "force majeure" will mean any act, event, cause, or occurrence rendering a Party unable to perform its obligations that is not within the reasonable control of such Party, excluding any act, event, cause or occurrence caused by a Party's own financial condition or negligence.

15.3. Dispute Resolution: The Parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement or any breach of this Agreement. If any such dispute cannot be settled amicably through ordinary negotiations by the representatives of the Parties, either Party may give the other Party notice that it wishes to refer such dispute to executive officers of the Parties, in which event, the authorized executive officers of each Party, or their designees, shall, during a thirty (30) day period following the date of such notice ("Thirty-day Period"), attempt to resolve such dispute. If such dispute is not resolved prior to the expiration of such Thirty-day Period, such dispute shall be finally settled under the Commercial Rules of Arbitration of the American Arbitration Association ("AAA Rules") before a single arbitrator, with such arbitration to be held in the District of Columbia. Within five days following the expiration of such Thirty-day Period, each Party shall give the other notice of three potential candidates to act as the arbitrator. Within five days following such notice, each Party shall select two of the candidates nominated by the other Party and the Parties shall jointly interview the four candidates so chosen (it being understood that neither Party shall have any ex parte communications with any proposed or selected arbitrator) and shall attempt to agree upon one of them to act as the arbitrator. If the Parties cannot agree upon an arbitrator within thirty (30) days of the expiration of the Thirty-day Period, each Party shall have the right to suggest one arbitrator on either Party's list to the AAA as part of a joint letter to the AAA (not disclosing which Party suggested which arbitrator) requesting the AAA to nominate a single arbitrator in accordance with the AAA Rules. The arbitrator shall be empowered to award specific performance, injunctive relief, and other equitable remedies as well as damages, but shall not be empowered to award punitive or exemplary damages. Each Party shall initially bear its own costs and legal fees associated with such arbitration and shall initially bear one-half of the costs of the arbitrator, but the arbitrator may determine that under the facts and circumstances it is equitable that one Party bear all or a portion of any of the foregoing costs and expenses of the other Party. The final arbitration award shall be binding on the Parties. The parties will try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure.

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

Neither Subawardee nor any of Subawardee's affiliates, nor any officer, director, trustee, employee, or agent of the foregoing, shall have liability to SERP or any of SERP's affiliates, officers, directors,



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

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

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

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

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

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

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

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

For SERP:  
Beverly Hoffmaster  
1100 Connecticut Ave  
Suite 1310  
Washington, DC 20036  
(202) 223-8555  
bhoffmaster@serpinstitute.org

For Subawardee:  
Barbara Shreve  
Teaching & Learning Department  
Oakland Unified School District  
1000 Broadway, Suite 600  
Oakland, CA 94607  
barbara.shreve@ousd.k12.ca.us

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

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

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

**IN WITNESS WHEREOF**, the Parties have signed this Agreement as of the Effective Date.

**STRATEGIC EDUCATION RESEARCH  
PARTNERSHIP INSTITUTE**

By: M. Suzanne Donovan  
Name: M. Suzanne Donovan  
Title: Executive Director  
Date: September 11, 2015

**OAKLAND UNIFIED SCHOOL DISTRICT**

By: James Harris  
Name: James Harris  
Title: President, Board of Education  
Date: Antwan Wilson  
Secretary, Board of Education

**Acknowledged by:**

Principal Investigator

Date:

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Office of General Counsel  
**APPROVED FOR FORM & SUBSTANCE**  
By: J. P. Meyer  
Attorney at Law



**Attachment 1**  
**Scope of work: Oakland Unified School District**

As a partner in this project, Oakland Unified School District will:

Support the work of high school mathematics departments, in particular in relation to this grant, 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 this TRUMath and Lesson Study work to incorporate that learning into other OUSD Common Core work and vice versa.

Support the partnership and effectively bringing TRUMath and Lesson Study to the specific high school contexts 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.

In addition:

- the math specialists associated with the project (1 position in years 1 through 4, and an additional position in years 2 and 3) will support participating sites with implementing the interventions, including participation in department meetings, classroom observations, and lesson study cycles.
- the Chief Academic Officer, Chief of Schools, and Network Superintendent of High Schools will work with the Teaching & Learning team to create the infrastructure within OUSD necessary to continue the successful elements of the proposed work beyond the life of the grant.
- the Mathematics Manager will create the opportunities for professional development described in this proposal, and will integrate the project work into the plans and schedules of the District, in addition to Project leadership responsibilities, as a Principal Investigator.
- the Secondary Mathematics Coordinator will help to define and coordinate the support to participating sites, and serve as a liaison to share information and context between the project team and the participating sites, in addition to responsibilities within the district as Project Director for this grant.

**Attachment 2  
Budget**

Item	Salary	Benefits	TOTAL Y1	TOTAL Y2	TOTAL Y3	TOTAL Y4	TOTAL GRANT
Manager of Mathematics (0.1 FTE) Salary	10759.45	4323.65	<i>in kind</i>	<i>in kind</i>	<i>in kind</i>	<i>in kind</i>	
Manager of Mathematics (0.1 FTE) Fringe High School Mathematics Coordinator (0.2 FTE)	18605.46	4280.4	<i>in kind</i>	<i>in kind</i>	<i>in kind</i>	<i>in kind</i>	
Math Specialist 1 Salary	81,000	25,920.00	40500	81000	81000	40500	243000
Math Specialist 1 Fringe			12960	25920	25920	12960	77760
Math Specialist 2 Salary	81,000	25,920.00	40500	81000	81000	40500	243000
Math Specialist 2 Fringe			12960	25920	25920	12960	77760
Total Math Specialist Salary			81000	162000	162000	81000	486000
Total Fringe			25920	51840	51840	25920	155520
Substitutes	\$1320/cycle		2640	13200	10560	0	26400
Teacher Stipends for extended hours	\$40/hour		5120	17920	12800	0	35840
Subtotals			114680	244960	237200	106920	703760
Indirect Rate (5.94%)			6812	14551	14090	6351	41803
<b>TOTALS:</b>			<b>\$121,492</b>	<b>\$259,511</b>	<b>\$251,290</b>	<b>\$113,271</b>	<b>\$745,563</b>



**Attachment Three**  
**Representations, Certifications, and Other Sponsor Requirements**

By executing this Agreement and accepting funds hereunder, Subawardee makes the following representations and certifications, as applicable:

**1. Debarment and Suspension.**

Subawardee certifies that it and its principals (as defined in 2 CFR Part 180):

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Subawardee certifies that it will comply with subpart C of the OMB guidance in 2 CFR Part 180, *OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)*, and will include a similar term or condition in any covered transaction into which it enters at the next lower tier.

**2. Lobbying.**

Subawardee certifies, to the best of its knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Subawardee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by 31 USC 1352. Any person who fails to file the required certification may be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **3. Nondiscrimination.**

Subawardee hereby certifies that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

- (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. § 2000-d), as implemented by Sponsor regulations at 34 CFR Part 100, which prohibit discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance.
- (2) Executive Order 11246 "Equal Employment Opportunity" as implemented by Department of Labor regulations at 41 CFR Part 60 "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".
- (3) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance.
- (4) Age Discrimination Act of 1975, as amended (Pub. L. 95-478, 42 U.S.C. §§ 6101-6107), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds.
- (5) Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681, et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution).
- (6) Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- (7) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- (11) The requirements of any other nondiscrimination statute(s) which may apply to the Project.

### **4. Human Trafficking.**

Subawardee certifies that it will comply with applicable provisions of 2 CFR Part 175, *Award Term for Trafficking in Persons*, which establishes a Government-wide award term for grants and cooperative agreements to implement the requirement in paragraph (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)).

### **5. Anti-Terrorism.**

Subawardee represents that it is familiar with U.S. Executive Orders and laws that prohibit the provision of resources and support to individuals and organizations associated with terrorism and terrorist related lists promulgated by the U.S. Government, the United Nations, and the European Union. Subawardee confirms that it will take reasonable steps to ensure that none of the funds under this Agreement will be used in support of or to promote violence, terrorist activity or related training, whether directly through its



own activities and programs, or indirectly through support of, or cooperation with, other persons or organizations known to support terrorism or that are involved in money laundering activity.

## 6. Other Certifications.

Subawardee certifies that it:

- (1) Has the legal authority to receive Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in the Statement of Work.
- (2) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (3) Will initiate and complete the work within the applicable time frame.
- (4) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- (5) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- (6) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (7) Will comply, as applicable, with the provisions of the Davis Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
- (8) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (9) Will comply with applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- (10) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (11) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and

protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

- (12) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (13) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- (14) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (15) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- (16) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

#### **7. ACORN.**

Subawardee certifies that no funds under this Agreement will be provided to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

#### **8. Executive Order 13513.**

Subawardee certifies that it will comply with Executive Order 13513, which provides a policy prohibiting federal grant recipients, subrecipients, and their grant personnel from text messaging while driving a government-owned vehicle, or while driving a privately-owned vehicle during official grant business, or from using government-supplied electronic equipment to text message or e-mail when driving.

#### **9. Public Law 111-8.**

Subawardee certifies that it will comply with Public Law 111-8, the "Omnibus Appropriations Act, 2009", Division F—Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 2009, Title V—General Provisions, Sec. 506, March 11, 2009, which requires the following: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, Subawardee shall clearly state— (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.