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Introduction Date	9/26/18
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By	[Signature]



**OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education**

September 26, 2018

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Wesley Jacques, Executive Director, Teaching and Learning Department
Courtney Ortega, Coordinator, Secondary Math

Subject: Agreement - Mills College and District Stipends - Training - Common Core State Standards - Academics and Instructional Innovation Department

ACTION REQUESTED:

Approval by the Board of Education of an Agreement between the District and Mills College, accepting \$24,000.00, in Bill and Melinda Gates Foundation funds, for the provision of Summer Institute stipends; Summer Institute food and materials; substitutes and teacher stipends for school year cycles; and OUSD indirect cost, as delineated in Agreement, for District participants in classes at Mills College designed to enrich instruction in Common Core State Standards, for the period of October 1, 2017 through September 30, 2018, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant agreement for OUSD schools for the 2017-2018 fiscal year was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
18-1632	Yes	Grant	Oakland Unified School District Schools via the Community Schools and Student Services Department	A small network of elementary and middle schools from three school districts use school-based lesson study to build the kinds of ambitious instruction envisioned in the Common Core State Standards.	October 1, 2017 through September 30, 2018	Mills College Grant Award #GATE001 via the Bill and Melinda Gates Foundation Grant	\$24,000.00

DISCUSSION:

The district created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student achievement
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and a completed grant application for the program listed in the chart by the school.

FISCAL IMPACT:

The total amount of grants will be provided to OUSD schools from the funders.

- Grants valued at: \$24,000.00

RECOMMENDATION:

Approval by the Board of Education of an Agreement for the Academics and Instructional Innovation Department, for fiscal year 2017-2018, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

Grant Face Sheet

Agreement #GATE001, 10/1/2017-9/30/2018



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

Legislative File ID No. 18-1632

Department: Academics and Instructional Innovation Department

Vendor Name: Mills College

Contract Term: Start Date: October 1, 2017 End Date: September 30, 2018

Annual Cost: \$ 24,000.00

Approved by: Wesley Jacques

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

The funding is provided by the Bill and Melinda Gates Foundation.

Summarize the services this Vendor will be providing.

This agreement is for the provision of Summer Institute stipends; Summer Institute food and materials; substitutes and teacher stipends for school year cycles; and OUSD indirect cost, as delineated in Agreement, for District participants in classes at Mills College designed to enrich instruction in Common Core State Standards.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

This project is grant funded.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$90,200 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

OUSD Grants Management Face Sheet

Title of Grant: School-based Lesson Study Project	Funding Cycle Dates: October 1, 2017 through September 30, 2018
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Catherine Lewis, Distinguished Research Scholar Mills College 5000 MacArthur Boulevard Oakland, CA 94613 (510) 430-3129 clewis@mills.edu	Grant Amount for Full Funding Cycle: \$24,000.00
Funding Agency: Mills College via the Bill and Melinda Gates Foundation 5000 MacArthur Boulevard Oakland, CA 94613	Grant Focus: A small network of elementary and middle schools from three school districts use school-based lesson study to build the kinds of ambitious instruction envisioned in the Common Core State Standards.
List all School(s) or Department(s) to be Served: Teaching & Learning Math Elementary and Middle Schools, including: Acorn Woodland, Bret Harte, Edna Brewer and Life Academy	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	In school-based lesson study, educators within a school develop a shared, school-wide improvement aim, and then work in lesson study teams to achieve this aim, drawing on knowledge from colleagues within and outside the school. Educators at the school pool their knowledge and pull in additional ideas from experienced outside educators and research. Lesson study teams then bring this ideas to life in research lessons at each grade level. By observing and discussing other teams' research lessons, educators build shared, school-wide knowledge about mathematics instructions.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.59% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	We use multiple measures to evaluate the impact upon student achievement, including: surveys (all educators) and interviews (a sample of educators).
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 5.59% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Yes
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.)	David Chambliss Deputy Chief of Teaching & Learning Oakland Unified School District 1000 Broadway, Suite 600, Oakland, CA 94607 (510) 750-8745 david.chambliss@ousd.org
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Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	David Chambliss		6/8/18
Department Head (e.g. for school day programs or for extended day and student support activities)	Sondra Aguilera		6/11/18

Grant Office Obtained Approval Signatures:

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

OAKLAND UNIFIED SCHOOL DISTRICT
 Office of the General Counsel

APPROVED FOR FORM & SUBSTANCE

By:  9.5.18
 Amy Brandt, Attorney at Law

**Agreement Between
The Oakland Unified School District And Mills College**

This agreement between MILLS COLLEGE ("Mills") and the Oakland Unified School District (hereinafter "OUSD") is for the scope of activities related to the grant agreement dated October 15, 2014, Investment ID OPP1115207, under the authority of the issued by the Bill and Melinda Gates Foundation. Mills Principal Investigator is Catherine Lewis.

The terms and conditions for this agreement are set forth below:

1. Period of Performance

The period of performance for this agreement should be 10/01/2017 - 09/30/18.

2. Use of Funds: The funds will be used for the following activities:

Summer Institute Stipends:	\$15,945
Summer Institute Food & Materials:	\$2,608
Substitutes & Teacher Stipends for School Year Cycles:	\$2,289
Registration & Travel Expenses (Chicago Conference)	\$1,800
OUSD Indirect Costs: (6%)	\$1,358
Total proposed budget:	\$24,000

Reallocation of funds within 10% is permitted for existing categories. Request for reallocation within categories of spending that are more than 10% or requests for spending in categories not listed above must be made in writing to Catherine Lewis at Mills College.

3. Total Estimated Costs

Mills will pay OUSD no more than \$24,000 upon receipt of signed contract.

4. Special Provisions: Audit and Record Keeping

Access to Financial Records: Financial records, supporting documents, and all other records pertinent to this agreement shall be retained for a period of seven (7) years from the date of termination of this agreement. Records that are the subject matter of audits, appeals, litigation, or the settlement of claims arising out of the performance of this agreement shall be retained until such audits, appeals, litigation, or claims have been resolved.

5. Indemnification

OUSD shall defend, indemnify and hold Mills, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of OUSD, its officers, agents or employees.

Mills shall defend, indemnify and hold OUSD, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Mills, its officers, agents or employees.

6. Governing Law: Venue

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California. The venue for all litigation relative to this Agreement shall be the Alameda County Superior Court located in Oakland, California.

7. Prime Award

All applicable provisions contained in Prime Award shall be binding upon OUSD and Mills College hereby agrees to comply with same.

Approved and Agreed:

Mills College

By *Maria Cammarata*

Name: Maria Cammarata
Vice President for Finance and Administration

Date signed 5/16/18

Oakland Unified School District

By *Aimee Eng*

Name: Aimee Eng
President, Board of Education

Date signed _____

Kyla Johnson-Trammell

Kyla Johnson-Trammell
Secretary, Board of Education

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

By: *AB* 9.5.18
Amy Brandt, Attorney at Law

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

SAM Search Results
List of records matching your search for :

Search Term : mills* college*
Record Status: Active

ENTITY BAY MILLS COMMUNITY COLLEGE	Status: Active
DUNS: 949084818 +4:	CAGE Code: 1R4W9 DoDAAC:
Expiration Date: Aug 27, 2019	Has Active Exclusion?: No Debt Subject to Offset?: No
Address: 12214 W LAKESHORE DR City: BRIMLEY ZIP Code: 49715-9320	State/Province: MICHIGAN Country: UNITED STATES
ENTITY MILLS COLLEGE	Status: Active
DUNS: 073929002 +4:	CAGE Code: 39PV1 DoDAAC:
Expiration Date: Jul 5, 2019	Has Active Exclusion?: No Debt Subject to Offset?: No
Address: 5000 MACARTHUR BLVD City: OAKLAND ZIP Code: 94613-1301	State/Province: CALIFORNIA Country: UNITED STATES