

**SUBGRANT AGREEMENT
BETWEEN DALLAS INDEPENDENT SCHOOL DISTRICT AND THE UNIVERSITY OF PITTSBURGH**

THIS SUB-GRANT AGREEMENT (the "Agreement") is entered into this **27th** day of **June, 2019** by and between the **Dallas Independent School District** (hereinafter referred to as "District" or "Dallas ISD") and the **University of Pittsburgh – Of the Commonwealth System of Higher Education** (hereinafter referred to as "University") with a principal office at 123 University Place, Pittsburgh, PA 15213 under the Prime Agreement between the **University** and the **Bill and Melinda Gates Foundation** (Investment ID OPP1196233) (the "Prime").

WHEREAS, the University has received a grant from the Bill and Melinda Gates Foundation (the "Foundation") to carry out the work as described in the Statement of Work, **Exhibit A**, which is hereby incorporated by reference ("Project");

WHEREAS, the District and the University wish to collaborate on the Project, and the University seeks to participate in certain services with the District in connection with the Project;

WHEREAS, the District and the University represent that each party has the knowledge, skill and ability to perform the desired services in connection with the Project;

NOW, THEREFORE, the parties hereto, intending to be legally bound, covenant and agree as follows:

SCHEDULE

ARTICLE 1. Statement of Work

- 1.1 The University in collaboration with the District shall provide the necessary support personnel, supplies, and equipment to complete the services specified in the Statement of Work attached as **Exhibit A**, which is incorporated by reference.
- 1.2 The University in collaboration with the District agrees to use its best efforts to accomplish all the services specified in the Statement of Work referenced above.
- 1.3 The University Manager for the project will advise the District in the performance of the required services. The designated Manager for the University is Dr. Anthony Petrosky.

ARTICLE 2. Key Personnel

- 2.1 The District will assign campus coordinators for the services to be performed on this Agreement. The District shall not replace campus coordinators without the prior written approval of the University Manager and an authorized official of the University.
- 2.2 The University shall provide the necessary University personnel to support the District in delivering the District services as outlined in **Exhibit A**.

ARTICLE 3. Delivery or Performance Schedule

- 3.1 The District and the University shall furnish and deliver the materials and/or perform the services required by **Exhibit A**, Statement of Work.
- 3.2 The term for performance under this Agreement is specified as July 1, 2019 through June 30, 2023.

ARTICLE 4. Allowable Costs and Payment

4.1 Estimated Cost

The estimated cost of the performance of this Agreement is \$18,000 per year for a total of \$72,000 for the entire term under this Agreement. Any estimated costs not used in prior years may be rolled over to subsequent years within the term of the Agreement.

4.2 Budget

A budget which is agreed to by the parties to this Agreement is hereby attached as **Exhibit B** and made a part of this Agreement.

4.3 Allowable Costs

For the purpose of determining the amounts payable to the District under this Agreement, allowable costs shall be determined in accordance with (a) generally accepted accounting principles, and (b) the terms of the Prime Agreement attached hereto as **Exhibit E** and incorporated herein as part of this Agreement.

a. **Direct Costs:** \$72,000 for the term; \$18,000 per year

b. **Payment**

- (1) The District shall submit invoices, at approximately quarterly intervals following commencement of services per the Statement of Work, in the form attached hereto as **Exhibit C**, to the University for payment of costs incurred during the preceding calendar month. Invoices should be sent to the following address:

Patsy B. Guzzi
University of Pittsburgh
LRDC
3939 O'Hara Street, Suite 201
Pittsburgh, PA 15260

- (2) Payments for performance under this Agreement shall be made by the University to the District on a cost reimbursable basis when invoiced. Any payments so made shall be in accordance with the approved budget referenced above and attached as **Exhibit B**.
- (3) District shall reimburse the University a sum of money equivalent to the amount of any expenditures disallowed should the Prime agency rule through audit exception or some other appropriate means, that expenditures from funds allocated to the District for direct and/or indirect costs were not made in compliance with the regulations of the Prime Agreement or the provisions of this Agreement. See **Exhibit E**.

4.3.1 Use of Grant Funds

Grant funds may be used solely in connection with the Project and in accordance with the Budget set forth as **Exhibit B**. No portion of the grant funds can be earmarked for lobbying activity or to support political activity or to improperly influence any act or decision relating in any way to the Project or the Foundation. Any proposed change to a budget line item of more than 10% must be approved in writing by the University.

ARTICLE 5. Flow Down Obligations

5.1 Use of Gates Foundation Name

The District acknowledges and agrees that the District has been selected to participate in the Project at University's discretion and the District shall not make any statement or otherwise imply to the media, the general public or any other donor or investor that the District, its operation, or its participation in this Project is supported by any organization (including the Gates Foundation) other than the University of Pittsburgh, unless the District has directly received funds from such other organization. The District may

request University to seek and obtain written permission from the Gates Foundation for District use of the Gates Foundation name, logo, project award amount, communication assets (e.g. photography, video footage, infographics, etc.) and description of the funded project and services.

5.2 Intellectual Property Rights

- (a) District agrees that any data or other intellectual property developed hereunder shall be managed in accordance with the Intellectual Property Management Terms, which is attached hereto as **Exhibit D**.
- (b) Notwithstanding any other provision of this Agreement, District expressly acknowledges that the Prime Agreement requires that all participants in the Project adhere to certain Global Access goals. District expressly agrees to use good faith efforts to ensure that innovations (and related rights) resulting from the Project are managed for the purpose of facilitating (i) the availability of data and information to the scientific community and (ii) in the long term, the accessibility to affordable health solutions for the benefit of people most in need within the developing world. ("Global Access Policy." See **Exhibit E**). To the extent that the practice or use of any of District's Background Technology (as defined in Exhibit D) is necessary for the accomplishment of the Global Access Policy, District agrees to grant such rights as may be necessary for the accomplishment of the Global Access goals to University and the Gates Foundation.

ARTICLE 6. General Provisions

6.1 Independent Contractor

The Parties are independent contractors of each other. Neither party will attempt at any time to exercise any significant degree of control over the other party's research efforts in connection with this Agreement. Nothing in this Agreement shall be construed to create a partnership or joint venture between University and the District, nor shall either party's employees, servants, agents or representatives be considered the employees, servants, agents or representatives of the other. Neither party shall have any express or implied right or authority to assume or create any obligation on behalf of, or in the name of, the other party; or to bind the other party to any contract, agreement or undertaking with any third party. District shall withhold and pay all statutory payroll taxes and provide any and all employment related insurances, including Workers' Compensation, for its employees involved in the Project.

6.2 Records/Audit

The books of account, documents, papers, files and other records of the District which are applicable to this Agreement shall at all reasonable times be available for inspection, review and audit, if required, to determine the proper application and use of all funds paid to or for the account or for the benefit of the District. Such records shall be maintained by the District for three (3) years following termination of the Agreement. Any expenses incurred by University in relation to an audit shall be at the sole expense of University.

6.3 Reports

The District shall provide the University with periodic progress reports on the Project, as specified in the Statement of Work attached hereto as **Exhibit A**. Each shall, at mutually agreed upon times, meet with representatives of the other party to discuss Project results and reports. Each party agrees to maintain such reports in confidence pending the providing party's publication or presentation of the Project results. If, following termination of the Agreement, the applicable party does not publish any results of the Project, that party shall promptly inform the other party in writing that to release the receiving party from its obligation of confidentiality regarding the reports.

6.4 Termination

This Agreement may be terminated in whole or in part by either party, without cause, upon thirty (30) days written notice to the other party. Upon receipt of the notice of termination, the other party will promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of

termination. In the event the Prime Agreement is terminated, this Agreement may be terminated immediately upon notice by University to the District.

6.5 Indemnification

To the extent permitted under Texas law and without waiving any immunities or defenses, including governmental immunity, each party to this Agreement agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement or any of its activities or from any act or omission of any employee or invitee of the parties of this Agreement. The provisions in this paragraph are solely for the benefit of the parties to this Agreement and are not intended to create any rights, contractually, or otherwise to any third party.

6.6 Severability

If any provision of this Agreement as applied to either party shall be adjudged by a court to be void or unenforceable, the same shall not have any effect on any other provision of this Agreement or the validity or enforceability of this Agreement.

6.7 Insurance

District shall provide the necessary employment related insurance coverage, including but not limited to, Worker's Compensation for its employees involved in this project in amounts consistent with the laws of its place of business or the jurisdiction where the Work will be performed.

6.8 Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas.

6.9 Compliance with Applicable Laws and District Policies

The University shall comply with any and all federal, state and local laws, and District policies affecting the services covered by this Agreement. Such laws may include but are not limited to the following: a) Family Educational Rights and Privacy Act (FERPA); b) Protection of Pupil Rights Amendment (PPRA); and/or Health Insurance Portability and Accountability Act of 1996 (HIPPA). District policies may be obtained at www.dallasisd.org under Board of Trustees/District Policies.

6.10 Texas Public Information Act (TPIA)

The University acknowledges that the Dallas ISD is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, Dallas ISD is required to comply with the requirements of the TPIA. For purposes of the TPIA, "public information" is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:

1. by Dallas ISD; [or]
2. for Dallas ISD and Dallas ISD
 - a. owns the information; [or]
 - b. has a right of access to the information; or
 - c. spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or
3. by an individual officer or employee of Dallas ISD in the officer's or employee's official capacity and the information pertains to official business of the Dallas ISD.

The University is expected to fully cooperate with the Dallas ISD in responding to public information requests. This includes, but is not limited to, providing the Dallas ISD with requested documentation. In the event that the request involves documentation that the University has clearly marked as confidential and/or proprietary, Dallas ISD will provide the University with the required notices under the TPIA. The University acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

6.11 Student Confidentiality

The University acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). The University is receiving student information in compliance with the requirements and exceptions outlined in FERPA. The University acknowledges that it must comply with said law and regulations and safeguard student information. The University may not re-disclose the information to a third party without prior written consent from the parent or eligible student. The University must destroy any student information received from the District when no longer needed for the purposes listed in the Agreement. The University will be expected to complete a Data Sharing Agreement in order to receive identifiable student information.

6.12 Assignment

This Agreement may not be assigned in whole or in part by University or District without the prior written consent of the other party to this Agreement.

6.13 Anti-Terrorism

The District acknowledges 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 the terrorist related lists promulgated by the U.S. Government. The District will use best efforts to ensure that it does not support or promote violence, terrorist activity or related training, or money laundering.

6.14 Entire Agreement

This Agreement, together with all attachments and exhibits, contains the entire understanding with respect to the subject matter hereof and supersedes all other prior agreements or understandings, written or oral, prior to the execution of this Agreement.

6.15 Headings for Convenience Only.

The division of this Agreement into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

ARTICLE 7. Special Provisions

7.1 Publication Rights

Both parties shall have the right to publish the results of and disseminate information pertaining to the research for the Project conducted under this Agreement. Both parties acknowledge their strong institutional policy favoring the retention of publication rights and dependence upon publication as an essential means of intellectual exchange and in order to meet the Global Access goals. The District agrees to submit any proposed publication or presentation of Project results to the University for review prior to publication. Within thirty (30) days of its receipt, the University shall advise the District in writing of any proprietary or patentable information contained therein and may, as necessary, formally request the District to delay disclosure of such information. The District agrees to refrain from publishing any such information categorized by the University as proprietary or patentable for a period not to exceed ninety (90) days from the date of such written request, to enable the parties hereto to appropriately coordinate the filing for the protection of any intellectual or proprietary property interests. The District shall have no other legal obligation to delay publication of results or to protect potential intellectual property interests. Unless otherwise agreed in writing, the District will not disclose the confidential information of the University or any other participant in the Project in any proposed publication or presentation. Criteria for authorship of any publication arising from the Project will be determined in accordance with accepted academic standards, based upon substantial contribution to the design, analysis, interpretation of Project results, drafting and/or materially revising any manuscript(s) derived from the Project.

7.2 Conflict of Interest

No employee of District or University shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

7.3 Business Ethics

The University will maintain business ethics standard aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any personnel of the District, its trustees, officers, or agents of the District, or to any of their family members.

7.4 Claims and Disputes

a. Litigation Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement ("Claim") shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation must be approved by the District's Board of Trustees and shall thereafter be enforceable as settlement agreements in any court having jurisdiction thereof. Mediation shall be conducted by a mediator selected jointly by the District and the University. Except for injunctive relief, neither party may commence litigation relating to any Claim arising under this agreement without first submitting the Claim to mediation.

b. Claims for Consequential Damages. The University and District waive Claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 6.4. Nothing contained in this Subparagraph 7.4 shall be deemed to preclude an assessment of liquidated damages.

c. Texas Tort Claims Act. District does not waive any of its immunities from lawsuit or damages, or both, as provided by the Texas law, as a public institution, whether granted by constitution, common law or statute or any action required of the District by the Agreement Documents shall be interpreted to be such a waiver.

7.5 University Conduct

- a. Felony Conviction Notice: The University must give advance notice and certify compliance to the District if the person or an owner of the business entity has been convicted of a felony in accordance with Texas Education Code 22.0834 and Education Commissioner's rules. The notice must include a general description of the conduct resulting in the conviction of a felony. The District may terminate this Agreement if the District determines that the person or business entity failed to give notice as required by this section or misrepresented the conduct resulting in the conviction.
- b. Criminal Background Check: The University will obtain criminal background history record information if the University, an employee, applicant or agent will have continuing duties that will be performed on school property or at another location where students are regularly present. By signing this Agreement, the University shall certify to the District before beginning work and at no less than an annual basis that criminal history record information has been obtained. University shall assume all expenses associated with the background checks. The University's employees and/or agents shall be identified by a photographic identification badge, issued by a District approved third party company at the University's expense.
- c. Sexual Harassment: Sexual harassment of the University or employees or student of the District by employees of the University is strictly forbidden. The University shall remove any employee or agent of University engaging in such behavior.
- d. Drug Free Zone: The University shall comply with the District's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance by the University's employees/agents and all other persons carrying out the Agreement. The University shall refrain from speaking profane and /or offensive language or engaging in any inappropriate interactions of any nature whatsoever with students, teachers and District employees that would otherwise contribute to a hostile or offensive environment for District students and staff. The University's violation of this section shall constitute a

substantial failure under this Agreement and grounds for immediate termination, without notice, of the Agreement.

7.6 Notices

All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

(1) If to District:

Shannon Trejo
Dallas Independent School District
9400 North Central Expressway
Dallas, Texas 75231

With Copies to:

Ed Wooten
Dallas Independent School District
9400 North Central Expressway
Dallas, Texas 75231

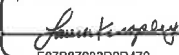
(2) If to University:

Jennifer Woodward
Office of Research
The University of Pittsburgh Institute for Learning
123 University Place, Lower Level
Pittsburgh, PA 15213

(3) Or to such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

UNIVERSITY OF PITTSBURGH

DocuSigned by:
By 
E87B8763D0D470...

Typed Name Laura Kingsley

Title Senior Associate Director

Date 05-24-2019 | 9:51 AM EDT

DALLAS INDEPENDENT SCHOOL DISTRICT:

By: _____
President
Board of Trustees

Date: _____

ATTEST:

Secretary

Board of Trustees

Date: _____

APPROVED AS TO FORM:

By: 
Dallas ISD Legal Counsel

Date: 5/28/19

EXHIBITS

- Exhibit A - Statement of Work and Personnel
- Exhibit B – District Budget
- Exhibit C – Invoice Form
- Exhibit D – Intellectual Property Management Agreement
- Exhibit E – Prime Agreement

Exhibit A

STATEMENT OF WORK AND PERSONNEL

Overview Year 1: 2018 - 2019

During the 2018-2019 school year, the Institute for Learning (IFL), the Center for Urban Education (CUE), and researchers from the Learning Research and Development Center (LRDC) have been working with school-based improvement team coordinators (teachers, coaches, or administrators) from seven middle schools and seven high schools in Dallas ISD. Schools were grouped into three clusters to form local networks among feeder schools and schools that are geographically close. This first year of improvement work, focused on grades 8 and 9, was meant to provide a foundation for utilizing and supporting improvement science methodology to better understand the underlying causes of the shared problem of practice – too few students of color, low-income students, and English learners are achieving the literacy proficiency they need to be college and career ready.

Fellows from the Institute for Learning worked face-to-face with school-based improvement team coordinators to teach coordinators how to use protocols to examine how the problem of practice manifests in their schools. The coordinators then took the protocols back to the schools and engaged school-based improvement teams (comprised of teachers, coaches, counselors, support staff, and administrators) in activities to examine the literacy problem in their schools. Each team examined both school and district level quantitative data to get an overall picture of the problems around literacy instruction and learning and then they were tasked with qualitatively examining the literacy instruction and learning happening at the schools. They worked to observe and analyze instruction in ELAR classrooms to gain an understanding of the level of cognitive demand and rigor being offered during daily instruction. Additionally, school teams were asked to interview both students and teachers to understand how students from a range of backgrounds and abilities and teachers with a range of experience understood their experiences with literacy instruction. From this broad corpus of data, school teams worked to determine the root cause of the problem of practice for the school and to select a primary driver (the main area of focus for change work). Teams worked with their selected driver to develop and try a small test of change in an effort to improve instruction and learning.

Overview Years 2 – 5: 2019 - 2023

By the end of Year 5, using improvement science methods, this network of 14 Dallas ISD schools will see systemic and substantial change on the literacy achievement problem—growth within each demographic subgroup and at levels above what is seen across the state, other large districts, and other middle and high schools within Dallas ISD. Greater numbers of Dallas ISD students will be on track to attend and be successful in college. Dallas ISD will also be well positioned to launch similarly successful improvement initiatives in other schools and in other subject areas.

Along the way, this improvement work will enable the partnership of Dallas ISD and the University of Pittsburgh to address the following three large research questions and thereby guide Dallas ISD's future work on other problems of practice:

- 1) How should networks of schools be created to efficiently and effectively work on shared problems of practice?
- 2) How should improvement science work be effectively adapted to the needs, issues, and resources of particular buildings / clusters of buildings?
- 3) What is the effect of the networked improvement science approach on the shared problem of practice, overall, for each building in the project, and for key demographic subgroups of students?

In terms of the detailed improvement science work, in Years 2-5, school-based teams will work with the drivers developed in Year 1 on the basis of the extensive root cause analysis. They will use the identified drivers to continue adopting small instructional changes, using simple, research-based practical measures to guide the work towards changes that lead to improvement in teaching and student learning. In subsequent pages in Exhibit A, a Dallas Network for School Improvement Work 2019-2023 provides overviews of the work that school-based improvement teams, including the school coordinators, district leadership, and school leadership will complete with both face-to-face and virtual support from the IFL Network for School Improvement at the University of Pittsburgh. The work is iterative, school teams will be asked to work on inquiry cycles during each of these three to four years. School-teams will be tasked with planning tests of change, studying the learning that

happens as a result of the test of change, and then making decisions about whether to adopt the test of change as part of the practice or revise the test of change and try again. During this time, school teams will be receiving professional development that is aimed at helping them learn about equitable instructional best practices for reading and writing instruction and district and school leadership will be attending sessions that provide overviews of high-leverage instructional practices. At the beginning of each year, teams will make decisions about the driver they are working on and whether or not they are ready to move to a new driver. Professional development will reflect the decisions that school teams make about their tests of change.

During Year 3, a new cohort of school-based improvement teams and coordinators will be assembled. The pages entitled 7th and 10th Grade School-Based Improvement Team Work outlines the work that these new improvement teams will engage in to study the problem of practice for their grades. During this year there will be a slight shift in work for the 8th and 9th grade school coordinators. The 8th and 9th grade school coordinators will co-facilitate the monthly school-based team coordinator meetings with a fellow from the IFL for the 7th and 10th grade coordinators.

Goals 2019-2023

Network School Improvement Goals 2019-2023

Students	Teachers	School Leaders & Supervisors	District Leaders
<ul style="list-style-type: none"> • Increase comprehension of complex texts • Increase the use of textual evidence to support responses to high-level tasks • Increase their abilities to develop explanations of and arguments for their ideas in talk and writing. • Increase their use of academically productive language. • Understand and use the nine Principles of Learning. • Develop a deep understanding of equity to be proficient not only with cultural knowledge and skills to ensure and advocate equity for themselves and others. <p>*These goals support students to meet achievement goals 1 & 3 set out by Dallas ISD's board.</p>	<ul style="list-style-type: none"> • Understand, develop, and use high-level comprehension tasks. • Teach students to select and use textual evidence in their oral and written responses to reading tasks. • Support students to develop their ideas about their reading from initial drafts to complete explanations and arguments. • Flexibly provide opportunities for students to share their thinking orally and in writing as well as to build on and challenge the ideas of their peers. • Demonstrate understanding and use of the nine Principles of Learning. • Enact practices that are equitable and culturally sustaining and that offer all students a quality education. Participants will draw on knowledge of second language acquisition, learning and development, learning differences, and special needs to explore differentiated instruction and the diverse strategies to support all students to learn. <p>*These goals support teachers in helping students to meet achievement goals 1 & 3 set out by Dallas ISD's board.</p>	<ul style="list-style-type: none"> • Know, understand, and be able to identify a core set of high-leverage practices and tools for developing the reading comprehension students in middle and high school need to be successful in secondary course work. • Demonstrate understanding and use of the nine Principles of Learning. • Understand how to increase the consistency and cognitive demand of instruction and how to determine why the instructional strategies work for some students and not for others and what to do about each situation. • Know how to look for high-leverage practices in classrooms, how to provide formative feedback to teachers, and how to collaboratively set up small tests of change. • Know how to collect, analyze, and learn what different data show and how to use the knowledge to support teachers' practice. • Understand that the problems of improvement become more complex and demanding as performance increases and how to support teachers during this phase of the work. • Analyze both school-level and classroom-level data to track evidence of student learning and participation. • Demonstrate a deep understanding of equity to be proficient not only with cultural knowledge, but also with the knowledge and skills to ensure and advocate for equity. 	<ul style="list-style-type: none"> • Identify and train professional developers within the various role groups of the district to capacitate school leaders and teachers in improvement science. • Know, understand, and ensure that a core set of high-leverage practices and tools for developing high-quality ELA tasks, lessons, and practices are available in the ELA district curriculum for every middle and high school student. • Identify and train professional developers within the district to capacitate teachers and coaches on a core set of high-leverage practices and in the use of tools for developing high-quality ELA tasks, lessons, and practices students in middle and high school need to be successful in secondary ELA course work. • Demonstrate understanding and use of the nine Principles of Learning. • Demonstrate a deep understanding of equity to be proficient not only with cultural knowledge, but also with the knowledge and skills to ensure and advocate for equity. • Demonstrate how improvement science is a culture in the district.

Schedule of Work for 8th and 9th Grade Teams 2019 - 2023

Grant Period	Project Work in Dallas ISD: Activities & Deliverables
Development Plan for August – September	<ul style="list-style-type: none"> • Meeting with school leadership to launch improvement work- August (Executive Directors & Principals) • Launch of the first improvement cycle within each cluster with IFL support through face-to-face professional learning and/or virtual professional learning support – August (School Coordinators) • One PD session on teaching for equitable access to ELAR instructional rigor (e.g., research-based intervention strategies for reading comprehension, academically productive language, or writing) with IFL support through face-to-face professional learning and/or virtual professional learning support – August (School Coordinators & Teachers) • Work with IFL support to align their observational “look fors” with the Network for School Improvement (NSI) work – September (Executive Directors, Executive District Leaders, Principals) • Weekly PLC meetings for school-based improvement teams to plan, reflect on, and make decisions about improvement cycles with virtual support from IFL as needed - August & September (School Coordinators & Teachers)
Development Plan for September– November	<ul style="list-style-type: none"> • Reflection on the first improvement cycle and launch of the second improvement cycle within each cluster with IFL support through face-to-face professional learning and/or virtual professional learning support – October (School Coordinators) • One PD session on teaching for equitable access to ELAR instructional rigor (e.g., research-based intervention strategies for reading comprehension, academically productive language, or writing) with IFL support through face-to-face professional learning and/or virtual professional learning support – October (School Coordinators & Teachers) • Weekly PLC meetings for school-based improvement teams to plan, reflect on, and make decisions about improvement cycles with virtual support from IFL as needed – September-November (School Coordinators & Teachers) • One session for district leadership to deepen understanding around the Learning Walk and high-leverage instructional practices - November (Executive Directors, Executive District Leaders, Principals)

Development Plan for December– January	<ul style="list-style-type: none"> • Reflection on the second cycle and launch of the third improvement cycle within each cluster with IFL support through face-to-face professional learning and/or virtual professional learning support – December (Coordinators) • One PD session on teaching for ELAR instructional rigor (e.g., research-based intervention strategies for reading comprehension, academically productive language, or writing) with IFL support through face-to-face professional learning and/or virtual professional learning support –January (School Coordinators & Teachers) • Weekly PLC meetings for school-based improvement teams to plan, reflect on, and make decisions about improvement cycles with virtual support from IFL as needed – December -January (School Coordinators & Teachers) • School-based observational Learning Walk with an equity focus– January (Executive Directors & Principals)
Development Plan for February– April	<ul style="list-style-type: none"> • Reflection on third cycle and launch of the fourth improvement cycle within each cluster with IFL support through face-to-face professional learning and/or virtual professional learning support – February (Coordinators) • One PD session on teaching for ELAR instructional rigor (e.g., research-based intervention strategies for reading comprehension, academically productive language, or writing) with IFL support through face-to-face professional learning and/or virtual professional learning support – February (School Coordinators & Teachers) • Weekly PLC meetings for school-based improvement teams to plan, reflect on, and make decisions about improvement cycles with virtual support from IFL as needed – February & March (School Coordinators & Teachers) • School-based observational Learning Walk with an equity focus and feedback provided to teachers – February (Executive Directors) • School-based observational Learning Walk with an equity focus and feedback provided to teachers – March (Principals & School Coordinators)
Development Plan for April – May	<ul style="list-style-type: none"> • Summit to share learning from the year – May (Coordinators, Teachers, Executive Directors, Executive District Leaders, Principals)

Key Term	Definition
Improvement Cycles	Improvement cycles are used for rapid tests of interventions. Teams plan a particular test of an intervention in their schools, implement the test, study the quality of the implementation/immediate outcomes, and then propose a revision to the intervention based on analyses of the outcome. This process is repeated until strong outcomes are obtained, and may involve switching the choice of the intervention or adjusting the details of an intervention.
ELAR Intervention Strategies	<p>Improvement science recommends selecting interventions after the problem of practice is better understood (i.e., using the root cause analysis process). Targeted intervention strategies that will be available as options for intervention implementation include but are not limited to:</p> <ol style="list-style-type: none"> 1. Instructional coaching on text-based discussions of complex texts. Train campus academic coaches on how to coach ELA teachers regarding planning for and implementing effective classroom strategies for having students engage in effective discussions of complex texts. 2. High quality formative writing assessments. Provide the district with sample writing assessments that can help teachers efficiently identify and communicate student's strengths and weaknesses in academic writing at multiple time points within a semester. 3. Peer feedback. Provide the district with training/tools on effective use of peer feedback approaches to giving rapid and frequent feedback to students on writing such as mini conferences, dialogue frames and reciprocal dialogue methods. 4. Culturally responsive pedagogy. Provide the district with training tools for integrating culturally-responsive teaching strategies into instruction (e.g, to guide the selection and sequencing of texts that are used in the curriculum and the ways that teachers guide student discussions of texts and writing around cultural awareness and identity). 5. Creating access to cognitively demanding ELAR tasks for EL students. Provide the district with training and tools on scaffolding cognitively demanding tasks and texts for EL students to maintain high-level content learning while they are working to acquire the English language.
Equitable Practices	Equitable practices create a welcoming and affirming classroom environment through learning about student's cultures and the community. These practices include using inclusive curriculum and assessment that is co-designed with students and includes student-centered classroom routines. Teachers have high expectations for students and every student has access to rigorous instruction.

Schedule of Work for 7th and 10th Grade Teams 2020-2021

Grant Period	Project Work in Dallas ISD
Development Plan for August – September	<ul style="list-style-type: none"> • Establish school improvement team and designate coordinator for 7th and 10th grade – August (Principals) • Root cause analysis process started within each school cluster with IFL support through face-to-face professional learning and/or virtual professional learning support – August-September (Coordinators) • One PD session on teaching for equitable access to ELAR instructional rigor (e.g., research-based intervention strategies for reading comprehension, academically productive language, or writing) with IFL support through face-to-face professional learning and/or virtual professional learning support – August (School Coordinators & Teachers) • Bi-Weekly PLC meetings for school-based improvement teams to understand and study the root causes with virtual support from IFL as needed - August & September (School Coordinators & Teachers)
Development Plan for September– October	<ul style="list-style-type: none"> • Continuation of root cause analysis process within each school cluster with analysis of classroom tasks with IFL support through face-to-face professional learning and/or virtual professional learning support – September-October (School Coordinators) • One PD session on teaching for equitable access to ELAR instructional rigor (e.g., research-based intervention strategies for reading comprehension, academically productive language, or writing) with IFL support through face to face professional learning and/or virtual professional learning support –October (School Coordinators & Teachers) • Bi-Weekly PLC meetings for school-based improvement teams to understand and study the root causes with virtual support from IFL as needed – September-October (School Coordinators & Teachers)
Development Plan for November– December	<ul style="list-style-type: none"> • Continuation of root cause analysis process within each school cluster with collection of empathy interviews with IFL support through face to face professional learning and/or virtual professional learning support – November-December (School Coordinators) • Bi-Weekly PLC meetings for school-based improvement teams to understand and study the root causes with virtual support from IFL as needed – November- December (School Coordinators & Teachers)

Development Plan for January – February	<ul style="list-style-type: none"> Continuation of root cause analysis process within each school cluster with creation of fishbone diagram with IFL support through face-to-face professional learning and/or virtual professional learning support – January & February (School Coordinators) One PD session on teaching for equitable access to ELAR instructional rigor (e.g., research-based intervention strategies for reading comprehension, academically productive language, or writing) with IFL support through face-to-face professional learning and/or virtual professional learning support – February (School Coordinators & Teachers) Bi-Weekly PLC meetings for school-based improvement teams to understand and study the root causes with virtual support from IFL as needed – January & February (School Coordinators & Teachers)
Development Plan for March – April	<ul style="list-style-type: none"> Continuation of root cause analysis process within each school cluster with selection of driver and planning for an improvement cycle with IFL support through face-to-face professional learning and/or virtual professional learning support – March & April (Coordinators) One PD session on teaching for equitable access to ELAR instructional rigor (e.g., research-based intervention strategies for reading comprehension, academically productive language, or writing) with IFL support through face-to-face professional learning and/or virtual professional learning support – March (School Coordinators & Teachers) Bi-Weekly PLC meetings with school-based improvement teams to understand and study the root causes with virtual support from IFL as needed – March & April (School Coordinators & Teachers)
Development Plan for April – May	<ul style="list-style-type: none"> Reflection on the improvement cycle work – May (School Coordinators) Summit to share learning from the year – May (Coordinators & Teachers)

Key Term	Definition
Improvement Cycles	Improvement cycles are used for rapid tests of interventions. Teams plan a particular test of an intervention in their schools, implement the test, study the quality of the implementation/immediate outcomes, and then propose a revision to the intervention based on analyses of the outcome. This process is repeated until strong outcomes are obtained, and may involve switching the choice of the intervention or adjusting the details of an intervention.
Root Cause Analysis	A map created of the root causes of the identified problem. This map is created through guided sessions of brainstorming and sharing the perspectives of the teachers and students in network schools.

Empathy Interview	A process of interviewing people in the network to understand how he or she views the problem of practice. Empathy interviews provide different perspectives on how people experience the problem and allow for a variety of voices to be heard when studying the root cause of a problem.
Driver	<p>These are the high-leverage areas the improvement teams believe play an essential role in influencing the aim. Each driver represents a category of possible factors that affect the aim, and each is influenced by dozens of smaller steps teams can take to reach the aim. A driver is not something teams control directly, but rather something teams achieve through other actions.</p> <p>For example, primary drivers are broad categories for thinking about the factors that can get teams to the aim. These are big-picture areas where impact can be seen over a longer time-scale—quarterly to yearly—and that the team hypothesizes are essential for driving progress toward the aim.</p>
ELAR Intervention Strategies	<p>Improvement science recommends selecting interventions after the problem of practice is better understood (i.e., using the root cause analysis process). Targeted intervention strategies that will be available as options for intervention implementation include but are not limited to:</p> <ol style="list-style-type: none"> 1. Instructional coaching on text-based discussions of complex texts. Train campus academic coaches on how to coach ELA teachers regarding planning for and implementing effective classroom strategies for having students engage in effective discussions of complex texts. 2. High quality formative writing assessments. Provide the district with sample writing assessments that can help teachers efficiently identify and communicate student's strengths and weaknesses in academic writing at multiple time points within a semester. 3. Peer feedback. Provide the district with training/tools on effective use of peer feedback approaches to giving rapid and frequent feedback to students on writing such as mini conferences, dialogue frames and reciprocal dialogue methods. 4. Culturally responsive pedagogy. Provide the district with training tools for integrating culturally-responsive teaching strategies into instruction (e.g, to guide the selection and sequencing of texts that are used in the curriculum and the ways that teachers guide student discussions of texts and writing around cultural awareness and identity). 5. Creating access to cognitively demanding ELAR tasks for EL students. Provide the district with training and tools on scaffolding cognitively demanding tasks and texts for EL students to maintain high-level content learning while they are working to acquire the English language.

Network School Improvement List and University of Pittsburgh Personnel

NSI Schools	
Middle Schools	High Schools
Cluster A	
<ul style="list-style-type: none"> • Thomas C. Marsh Middle School • Alex W. Spence Middle School 	<ul style="list-style-type: none"> • North Dallas High School • W.T. White High School
Cluster B	
<ul style="list-style-type: none"> • Billy Earl Dade Middle School • Kennedy-Curry Middle School • William H. Atwell Middle School 	<ul style="list-style-type: none"> • Lincoln High School • Wilmer-Hutchins High School • David W. Carter High School
Cluster C	
<ul style="list-style-type: none"> • Hector P. Garcia Middle School • Zan Wesley Holmes Jr. Middle School 	<ul style="list-style-type: none"> • W.H. Adamson High School • Justin F. Kimball High School

IFL Personnel	Role within the University of Pittsburgh Institute for Learning System (IFL)
Dr. Sara DeMartino	English Language Arts Fellow Institute for Learning
Dr. Kenny Donaldson	Associate Director of Strategic Programming and Initiatives at the Center for Urban Education
Dr. Rosa Elodia Apodaca	Interim Executive Director Institute for Learning
Dr. Allison Escher	Chair for the Secondary English Language Arts team Institute for Learning
Dr. Lindsay Clare Matsumura	Co-Director Institute for Learning
Dr. Glenn Nolly	Associate Leadership Fellow Institute for Learning
Dr. Anthony Petrosky	Co-Director Institute for Learning
Dr. Jennifer Russell	Associate Professor of Learning Sciences and Policy for the School of Education
Dr. Cheryl Sandora	Research Associate for the Learning Research and Development Center
Dr. Chris Schunn	Co-Director Institute for Learning
Dr. Dana Thompson Dorsey	Associate Professor Center for Urban Education
Dr. Aaron Anthony	Post-Doctoral Fellow
Dr. Adrian Larbi-Cherif	Post-Doctoral Fellow

Exhibit B

BUDGET

Time Frame	Description	Estimated Cost
2019-2023	Funds will be dispersed for substitute teacher pay and/or supplemental duty pay for staff in order to participate in professional learning opportunities.	18,000 per year for 4 years = \$72,000

Exhibit C
INVOICE TEMPLATE

INVOICE GUIDELINES

- 1. Invoices may be submitted quarterly.
- 2. Invoices must be submitted in quadruplicate.
- 3. Only those costs to be incurred within the Agreement time period are allowable for reimbursement.
- 4. All invoices must indicate both current and cumulative costs.
- 5. All invoices must be signed and dated.
- 6. All invoices must reference the Agreement Number, Project Number, and Project Title.
- 7. Invoices categories should be in accordance with the budget.
- 8. Tax identification number should be included:

INVOICE FORMAT

FROM:
TO: UNIVERSITY OF PITTSBURGH
See Article 4.3
RE: Subcontract Agreement Number:
Institution Number:
Project Title:
Time Period:

INVOICE REQUEST NO. DATE: AMOUNT REQUESTED \$ _____
Current Costs Cumulative Costs
Category Period xx/xx/xx-xx/xx/xx Period xx/xx/xx-xx/xx/xx
\$ xxxxx \$ xxxxx
\$ xxxxx \$ xxxxx
\$ xxxxx \$ xxxxx
\$ xxxxx \$ xxxxx

Exhibit D

INTELLECTUAL PROPERTY MANAGEMENT TERMS

In addition to the intellectual property provisions of the Prime, the following terms are applicable with respect to intellectual property developed under the Agreement:

1. "Funded Developments" means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology).
2. "Background Technology" means any means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project.
3. Ownership of any Funded Development will be determined by federal patent law or federal copyright law, as applicable. Any Funded Development by employees of one party shall be the sole property of that party. Any Funded Development by employees of more than one party shall be jointly owned by the parties whose employees made such Funded Development.
4. Each party shall have the right to practice other parties' Background Technology or Funded Developments for the sole purpose of carrying out the Project. Each party reserves all legal rights in its Background Technology for all purposes.
5. During the term of this Agreement and for 5 years after, each party will submit upon request annual intellectual property reports related to the Funded Developments, Background Technology, and any related agreements using the Foundation's templates or forms, which the Foundation may modify from time to time. Each and every Funded Development will be assigned by the inventor to that inventor's employer. All Funded Developments will be reported to the technology transfer office of the inventor's employer (or office with responsibility for compliance with this provision), which shall be responsible for compliance with any applicable regulatory requirements, including reporting of such Funded Developments to the appropriate government agency and for negotiating any options and/or license agreements for such inventions. The parties shall enter into appropriate confidentiality agreements to protect such disclosures. If a Funded Development is jointly owned by two or more parties, the parties shall enter into an Inter-Institutional Agreement to provide for patent prosecution, maintenance and commercialization, as well as the appropriate sharing of any license income.
6. If the licensed Funded Development is solely invented by one party, such party shall receive all license income.
7. Any disputes involving Project intellectual property matters shall be addressed by the chief technology transfer officer (or equivalent) of the disputing parties who shall make every reasonable, good faith effort to resolve the dispute by negotiation. In no event shall an action at law be commenced until one hundred (120) days after the commencement of such negotiations. The Project will be continued during the resolution of the dispute.

Exhibit E

PRIME AGREEMENT

(attached pages 1 - 9)

BILL & MELINDA GATES foundation

GRANT AGREEMENT Investment ID OPP1196233

AGREEMENT SUMMARY & SIGNATURE PAGE

GRANTEE INFORMATION	
Name:	University of Pittsburgh
Tax Status:	Public Charity pursuant to U.S. IRC § 509(a)(1) You confirm that Your receipt of the Grant Funds will not affect Your classification as a public charity under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended and agree to notify the Foundation immediately of any change to this classification.
Mailing Address:	3939 O'Hara Street 310 LRDC Pittsburgh, PA, 15260
Primary Contact:	Anthony Petrosky, Director, the Institute for Learning , tpetrosk@pitt.edu

FOUNDATION INFORMATION	
Mailing Address:	P. O. Box 23350, Seattle, WA 98102, U.S.A.
Primary Contact:	Teresa Rivero, Senior Program Officer, Lead, Teresa.Rivero@gatesfoundation.org

AGREEMENT INFORMATION	
Title:	University of Pittsburgh/ Institute for Learning (IFL) Network for School Improvement (9th Grade On Track)
"Charitable Purpose":	to catalyze school improvement that produces improved student ELA and Math achievement in 12 high-needs schools (6 middle schools and 6 high schools) in Dallas ISD and build a validated model for networks for school improvement focused on instructional problems of practice
"Start Date":	Date of last signature.
"End Date":	June 30, 2023
This Agreement includes and incorporates by this reference:	This Agreement Summary & Signature Page and: <ul style="list-style-type: none"> • Grant Amount and Reporting & Payment Schedule (Attachment A) • Terms and Conditions (Attachment B) • Proposal Narrative (date submitted 07-26-2018) • Results Framework and Tracker (date submitted 07-26-2018) • Budget (date submitted 07-26-2018)

THIS AGREEMENT is between University of Pittsburgh ("UP," "You" or "Grantee") and the Bill & Melinda Gates Foundation ("Foundation"), and is effective as of the date of last signature. Each party to this Agreement may be referred to individually as a "Party" and together as the "Parties." As a condition of this grant, the Parties enter into this Agreement by having their authorized representatives sign below.

BILL & MELINDA GATES FOUNDATION

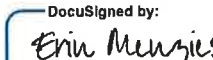
DocuSigned by:

 0DD54C8473954B4

By: Allan Golston
 Title: President, US Program
 August 17, 2018

Date

UNIVERSITY OF PITTSBURGH

DocuSigned by:

 B77C790E1F1F

for By: Jennifer Woodward
 Title: Vice Chancellor for Research Operat
 08-23-2018 | 3:36 PM EDT

Date

GRANT AGREEMENT
Investment ID OPP1196233

ATTACHMENT A
GRANT AMOUNT AND REPORTING & PAYMENT SCHEDULE

GRANT AMOUNT

The Foundation will pay You up to the total grant amount specified in the Reporting & Payment Schedule below. The Foundation's Primary Contact must approve in writing any Budget cost category change of more than 10%.

REPORTING & PAYMENT SCHEDULE

Payments are subject to Your compliance with this Agreement, including Your achievement, and the Foundation's approval, of any applicable targets, milestones, and reporting deliverables required under this Agreement. The Foundation may, in its reasonable discretion, modify payment dates or amounts and will notify You of any such changes in writing.

REPORTING

You will submit reports according to the Reporting & Payment Schedule using the Foundation's templates or forms, which the Foundation will make available to You and which may be modified from time to time. For a progress or final report to be considered satisfactory, it must demonstrate meaningful progress against the targets or milestones for that investment period. If meaningful progress has not been made, the report should explain why not and what adjustments You are making to get back on track. Please notify the Foundation's Primary Contact if You need to add or modify any targets or milestones. The Foundation must approve any such changes in writing. You agree to submit other reports the Foundation may reasonably request.

REPORTING & PAYMENT SCHEDULE				
<i>Investment Period</i>	<i>Target, Milestone, or Reporting Deliverable</i>	<i>Due By</i>	<i>Payment Date</i>	<i>Payment Amount (U.S.\$)</i>
	Countersigned Agreement		Within 15 days after receipt of countersigned Agreement	\$940,393
August 1, 2018 to November 30, 2018	Signed MOU between IFL and school district	October 1, 2018		
	Network schools identified with agreements in place Measurement Plan ¹	November 30, 2018		
August 1, 2018 to February 15, 2019	<ul style="list-style-type: none"> Completed results framework and tracker² Initial Root Cause Analysis & determination of school level focus (3 pages max) 	February 15, 2019	March 2019	\$658,159
August 1, 2018 to June 30, 2019	<ul style="list-style-type: none"> Annual Progress Report & Results Tracker: Satisfactory progress to three primary outcomes and in-person annual review Updated Driver Diagram Community engagement research summary of findings³ 	July 30, 2019	August 2019	\$1,378,610
	Updated student outcome data addendum	September 30, 2019		

July 1, 2019 to June 30, 2020	<ul style="list-style-type: none"> • Annual Progress Report & Results Tracker: Satisfactory progress to three primary outcomes and in-person annual review • Community engagement research summary of findings³ • Strategic Plan⁴ 	July 30, 2020	August 2020	\$1,401,743
	Go / No Go Recommendation & BMGF Decision on focus area #2 ⁵			\$67,684
	Updated student outcome data addendum	September 30, 2020		
July 1, 2020 to June 30, 2021	<ul style="list-style-type: none"> • Annual Progress Report & Results Tracker: Satisfactory progress to three primary outcomes and in-person annual review • Community engagement research summary of findings³ • Strategic Plan⁴ 	July 30, 2021	August 2021	\$1,471,201
	Satisfactory progress on focus area #2			\$269,294
	Updated student outcome data addendum	September 30, 2021		
July 1, 2021 to June 30, 2022	<ul style="list-style-type: none"> • Annual Progress Report & Results Tracker: Satisfactory progress to three primary outcomes and in-person annual review • Community engagement research summary of findings³ • Strategic Plan⁴ 	July 30, 2022	August 2022	\$1,100,091
	Satisfactory progress on focus area #2			\$198,728
	Updated student outcome data addendum	September 30, 2022		
August 1, 2018 to June 30, 2023	Final Report & Results Tracker	September 30, 2023		
Total Grant Amount				Up to \$7,485,903
<p>1. Measurement plan to include 1) how IFL plans to collect data against BMGF "Big 3" and work with DSP to provide data and analysis to the foundation, and 2) specifics on how IFL will work / partner with the formative evaluation partner.</p> <p>2. Results framework and tracker to be agreed upon with BMGF Program Officer along with agreed-upon definition of "Satisfactory Progress." Any significant updates to outcomes and milestones could allow for an update to budget and payment and reporting schedule included here.</p>				

- 3. Community Engagement research study: milestone requires a report out on study, and analysis can come directly from grantee, CPRL, or other agreed-upon with BMGF PO source.*
- 4. Strategic plan to include proposal for IFL's long-term work in the Networks for School Improvement space. Plan to address any tactical changes in strategy and approach, and a proposal regarding what the organization sees as their sustainable business model moving forward (including proposals for how contributed vs. earned income streams will support the longer-term work)*
- 5. Decision to "Go" on a new focus area to be determined based upon root-cause analysis. Specifically, the selection of a second area of focus will be grounded in data and agreed upon with BMGF Program Officer.*

GRANT AGREEMENT
Investment ID OPP1196233

ATTACHMENT B
TERMS & CONDITIONS

This Agreement is subject to the following terms and conditions.

PROJECT SUPPORT

PROJECT DESCRIPTION AND CHARITABLE PURPOSE

The Foundation is awarding You this grant to carry out the project described in the Proposal Narrative and Results Framework and Tracker (collectively, "*Project*") in order to further the Charitable Purpose. The Foundation, in its discretion, may approve in writing any request by You to make non-material changes to the Proposal Narrative and/or Results Framework and Tracker.

EVALUATION

You agree to notify the Foundation and provide copies of any reports or findings if You conduct or commission any research or evaluation regarding the Project. If You are selected to participate in Foundation-funded research or evaluation relating to the Project, You agree to: (a) designate a primary point of contact; (b) cooperate with the Foundation's evaluation partner as reasonably required to implement an evaluation plan; and (c) provide or facilitate the collection of data as reasonably required; and (d) permit dissemination of resulting reports or findings.

PARTICIPATION IN PORTFOLIO ACTIVITIES

As a grantee included in the Networks for School Improvement portfolio, you agree to participate fully in portfolio activities including any community of practice related conferences, webinars or other events. You also agree to work collaboratively with the Foundation's data collection and evaluation efforts, both formative and summative, as applicable.

MANAGEMENT OF FUNDS

USE OF FUNDS

You may not use funds provided under this Agreement ("*Grant Funds*") for any purpose other than the Project. You may not use Grant Funds to reimburse any expenses You incurred prior to the Start Date. At the Foundation's request, You will repay any portion of Grant Funds and/or Income used or committed in material breach of this Agreement, as determined by the Foundation in its discretion.

INVESTMENT OF FUNDS

You must invest Grant Funds in highly liquid investments with the primary objective of preservation of principal (e.g., interest-bearing bank accounts or a registered money market mutual fund) so that the Grant Funds are available for the Project. Together with any progress or final reports required under this Agreement, You must report the amount of any currency conversion gains (or losses) and the amount of any interest, or other income generated by the Grant Funds (collectively, "*Income*"). Any Income must be used for the Project.

GLOBAL ACCESS

GLOBAL ACCESS COMMITMENT

You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. "*Funded Developments*" means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). "*Background Technology*" means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. "*Global Access*" means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system

and public libraries, as applicable to the Project.

LICENSE TO THE FOUNDATION

For the purpose of achieving Global Access, You grant the Foundation a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable license to: make, use, sell, offer to sell, import, distribute, copy, modify, create derivative works, publicly perform and display the Funded Developments and any Background Technology incorporated into a Funded Development or required to use a Funded Development. In the event You demonstrate to the satisfaction of the Foundation that Global Access can best be achieved without such a license (or a license of different scope) the Foundation and You will make good faith efforts to modify or terminate this license, as appropriate.

PUBLICATION

Consistent with Your Global Access commitments, if the Project description specifies Publication or Publication is otherwise requested by the Foundation, You will seek prompt Publication of any Funded Developments consisting of data and results. "*Publication*" means publication in a peer-reviewed journal or other method of public dissemination specified in the Project description or otherwise approved by the Foundation in writing. Publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers Global Access. If You seek Publication in a peer-reviewed journal, such Publication shall be under "open access" terms and conditions consistent with the Foundation's Open Access Policy available at: www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy, which may be modified from time to time. Nothing in this section shall be construed as requiring Publication in contravention of any applicable ethical, legal, or regulatory requirements. You will mark any Funded Development subject to this clause with the appropriate notice or attribution, including author, date and copyright (e.g., © 20<> <Name>).

INTELLECTUAL PROPERTY REPORTING

During the term of this Agreement and for 5 years after, You will submit upon request annual intellectual property reports related to the Funded Developments, Background Technology, and any related agreements using the Foundation's templates or forms, which the Foundation may modify from time to time.

SUBGRANTS AND SUBCONTRACTS

SUBGRANTS AND SUBCONTRACTS

You have the exclusive right to select subgrantees and subcontractors to assist with the Project.

SCHOLARSHIPS AND FELLOWSHIPS

You will have sole discretion over Your selection of any scholarship and fellowship recipients under this Agreement and must conduct the selection process independently of the Foundation.

TRAVEL STIPENDS AND CONFERENCE FEES

You will have sole discretion over Your selection of any recipients of travel stipends or conference expense reimbursements under this Agreement and must conduct the selection process independently of the Foundation. Foundation trustees and employees are not eligible to receive travel stipends or conference expense reimbursements.

RESPONSIBILITY FOR OTHERS

You are responsible for (a) all acts and omissions of any of Your trustees, directors, officers, employees, subgrantees, subcontractors, contingent workers, agents, and affiliates assisting with the Project, and (b) ensuring their compliance with the terms of this Agreement.

PROHIBITED ACTIVITIES

ANTI-TERRORISM

You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws relating to combating terrorism; (b) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn) or entities owned or controlled by such persons; or (c) in or with countries or territories against which the U.S. maintains comprehensive sanctions (currently, Cuba, Iran,

Syria, North Korea, and the Crimea Region of Ukraine), including paying or reimbursing the expenses of persons from such countries or territories, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

ANTI-CORRUPTION; ANTI-BRIBERY

You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at www.learnfoundationlaw.org.

LOBBYING AND ELECTIONEERING PROHIBITION

You may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You acknowledge that the Foundation has not earmarked Grant Funds to support lobbying activities or to otherwise support attempts to influence legislation. Activities will be conducted consistent with the private foundation lobbying rules and exceptions under Internal Revenue Code Section 4945 and related regulations. You confirm that the Budget (or the combined project budget if there are multiple funders) accurately reflects that You will expend at least the amount of the Grant Funds on (a) non-lobbying activities in the project year, or (b) for multiple year projects, the total non-lobbying portion of the project.

OTHER LOBBYING, GIFT, AND ETHICS RULES

You agree to comply with any national, state, local, or other lobbying, gift, and ethics rules applicable to the Project. The Foundation is not retaining or employing You to engage in lobbying activities.

PUBLICITY

PUBLICITY BY THE FOUNDATION

The Foundation may include information about the award of this grant, including Your name, in its periodic public reports and may make such information available on its website and as part of press releases, public reports, speeches, newsletters, tax returns, and other public disclosures.

PUBLICITY BY YOU

You must obtain the Foundation's prior written approval before: (a) issuing a press release or other public announcement regarding this grant; and (b) any other public use of the Foundation's name or logo. Please email Your request to: grantee.comms@gatesfoundation.org two weeks in advance to provide the Foundation an opportunity to review and comment. Detailed guidelines are available at: www.gatesfoundation.org/grantseeker/documents/guidelines_communications_for_grantees.doc.

PUBLICITY BY OTHERS

You and Your subgrantees, subcontractors, contingent workers, agents, or affiliates may not state or otherwise imply to third parties that the Foundation directly funds or otherwise endorses their activities.

OTHER

LEGAL ENTITY AND AUTHORITY

You confirm that: (a) You are an entity duly organized or formed, qualified to do business, and in good standing under the laws of the jurisdiction in which You are organized or formed; (b) You are not an individual (i.e., a natural person) or a disregarded entity (e.g., a sole proprietor or sole-owner entity) under U.S. law; (c) You have the right to enter into and fully perform this Agreement; and (d) Your performance will not violate any agreement or obligation between You and any third party. You will notify the Foundation immediately if any of this changes during the term of this Agreement.

COMPLIANCE WITH LAWS

In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

COMPLIANCE WITH REQUIREMENTS

You will conduct, control, manage, and monitor the Project in compliance with all applicable ethical, legal, regulatory, and safety requirements, including applicable international, national, state, local, institutional,

and school district or school network standards ("*Requirements*"). You will obtain and maintain all necessary approvals, consents, and reviews before conducting the applicable activity. As a part of Your annual progress report to the Foundation, You must report whether the Project activities were conducted in compliance with all Requirements.

If the Project involves:

- a. any protected information (including personally identifiable, protected health, or third-party confidential), You will not disclose this information to the Foundation without obtaining the Foundation's prior written approval and all necessary consents to disclose such information; and/or
- b. children, students, or vulnerable subjects, You will obtain any necessary consents and approvals unique to these subjects.

Any activities by the Foundation in reviewing documents and providing input or funding does not modify Your responsibility for determining and complying with all Requirements for the Project.

RELIANCE

You acknowledge that the Foundation is relying on the information You provide in reports and during the course of any due diligence conducted prior to the Start Date and during the term of this Agreement. You represent that the Foundation may continue to rely on this information and on any additional information You provide regarding activities, progress, and Funded Developments.

TERM AND TERMINATION

TERM

This Agreement commences on the Start Date and continues until the End Date, unless terminated earlier as provided in this Agreement. The Foundation, in its discretion, may approve in writing any request by You for a no-cost extension, including amending the End Date and adjusting any affected reporting requirements.

TERMINATION

The Foundation may modify, suspend, or discontinue any payment of Grant Funds or terminate this Agreement if: (a) the Foundation is not reasonably satisfied with Your progress on the Project; (b) there are significant changes to Your leadership or other factors that the Foundation reasonably believes may threaten the Project's success; (c) there is a change in Your control; (d) there is a change in Your tax status; or (e) You fail to comply with this Agreement.

RETURN OF FUNDS

Any Grant Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be (a) returned promptly to the Foundation, (b) applied to another Foundation-funded project (current or under consideration), or (c) applied to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation. Any Income that has not been used for, or committed to, the Project must be either applied to another Foundation-funded project (current or under consideration) or applied to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation.

MONITORING, REVIEW, AND AUDIT

The Foundation may monitor and review Your use of the Grant Funds, performance of the Project, and compliance with this Agreement, which may include onsite visits to assess Your organization's governance, management and operations, discuss Your program and finances, and review relevant financial and other records and materials. In addition, the Foundation may conduct audits, including onsite audits, at any time during the term of this Agreement, and within four years after Grant Funds have been fully spent. Any onsite visit or audit shall be conducted at the Foundation's expense, following prior written notice, during normal business hours, and no more than once during any 12-month period.

INTERNAL OR THIRD PARTY AUDIT

If during the term of this Agreement You are audited by your internal audit department or by a third party, You will provide the audit report to the Foundation upon request, including the management letter and a detailed plan for remedying any deficiencies observed ("*Remediation Plan*"). The Remediation Plan must include (a) details of actions You will take to correct any deficiencies observed, and (b) target dates for successful completion of the actions to correct the deficiencies.

RECORD KEEPING

You will maintain complete and accurate accounting records and copies of any reports submitted to the Foundation relating to the Project. You will retain such records and reports for 4 years after Grant Funds have been fully spent. At the Foundation's request, You will make such records and reports available to enable the Foundation to monitor and evaluate how Grant Funds have been used or committed.

SURVIVAL

A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.

GENERAL

ENTIRE AGREEMENT AND AMENDMENTS

This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. Except as specifically permitted in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

NOTICES AND APPROVALS

Written notices, requests, and approvals under this Agreement must be delivered by mail or email to the other Party's primary contact specified on the Agreement Summary & Signature Page, or as otherwise directed by the other Party.

SEVERABILITY

Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

ASSIGNMENT

You may not assign, or transfer by operation of law or court order, any of Your rights or obligations under this Agreement without the Foundation's prior written approval. This Agreement will bind and benefit any permitted successors and assigns.

COUNTERPARTS AND ELECTRONIC SIGNATURES

Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.