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Introduction Date	5/11/22
Enactment Number	22-0864
Enactment Date	5-25-2022 CJH
By	



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

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

May 11, 2022

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Lucia Moritz, Executive Director, College and Career Readiness

Subject: Grant Agreement - ConnectED: A Peer-to-Peer Tool for Math Identity & Language Phase 2 - High School Linked Learning Office

ACTION REQUESTED:

Approval by the Board of Education of a Grant Agreement by and between the District and ConnectED: National Center for College and Career, Grant Number 2021-05-1222 receiving \$150,000.00 to support Algebra 1 Leads and teachers via the High School Linked Learning Office, for purpose described in the attachment, for the period of July 16, 2021 through September 30, 2023, pursuant to the terms and conditions thereof.

BACKGROUND:

Grant Agreement for OUSD High School Linked Learning Office for the 2021-2023 fiscal years was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
22-1039	Yes	Grant	Oakland Unified School District High School Linked Learning Office	To support Algebra 1 teachers to engage in a community of practice that supports the implementation of the Math Language Routine embedded within the Illustrative Mathematics (IM) curriculum.	July 16, 2021 - September 30, 2023	ConnectED: National Center for College and Career	\$150,000.00

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 department.

FISCAL IMPACT:

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

- Grants valued at: \$150,000.00

RECOMMENDATION:

Approval by the Board of Education of a Grant Agreement for the High School Linked Learning Office for fiscal years 2021-2023, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

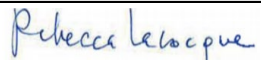
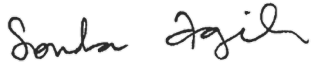
Grant Award Letter
Grant Face Sheet
Grant Agreement, Grant Number 2021-05-1222

OUSD Grants Management Face Sheet

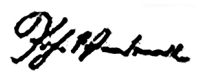
Title of Grant: A Peer-to-Peer Tool for Math Identity & Language Phase 2	Funding Cycle Dates: July 16, 2021 - September 30, 2023
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Shierra Merto, Director, Finance and Contracts ConnectED: National Center for College and Career 2150 Shattuck Avenue, Suite 750 Berkeley, CA 94704 510-358-3726 smerto@connectednational.org	Grant Amount for Full Funding Cycle: \$150,000.00
Funding Agency: ConnectED: National Center for College and Career 2150 Shattuck Avenue, Suite 750 Berkeley, CA 94704 510-358-3726	Grant Focus: Support for Algebra 1 teachers to engage in a community of practice that supports the implementation of the Math Language Routine embedded within the Illustrative Mathematics (IM) curriculum.
List all School(s) or Department(s) to be Served: High School Network: Algebra 1 teachers	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	By engaging in this community of practice, Algebra 1 leads and teachers will develop proficiency in implementing Math Language Routines in order for multilingual learners and all students in Algebra 1 to have more opportunities to engage in academic discourse involving mathematics in order to raise student pass rates in Algebra 1.
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 3.98% 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.)	Impact will be measured via teacher participation as well as student pass rates in Algebra 1.
Does the grant require any resources from the school(s) or district? If so, describe.	Fiscal agent may request that OUSD (a) participate in surveys; (b) response to requests for information; and (c) provide certain data to the Foundation for additional research and evaluation during the of the Agreement and for 5 years thereafter.
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 3.98% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Lucia Moritz, Executive Director of College and Career Readiness 510-879-2538 lucia.moritz@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Linked Learning Director	Rebecca Lacocque		03/28/22
Department Head (e.g. for school day programs or for extended day and student support activities)	Sondra Aguilera		4/14/2022

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Lisa Grant Dawson		
Superintendent	Kyla Johnson-Trammell		5-26-2022

GRANT AGREEMENT #2021-05-1222

This Grant from ConnectED: The National Center for College and Career (ConnectED), through the support of The Bill and Melinda Gates Foundation (Foundation), is awarded to Oakland Unified School District (Grantee) for the purposes described below and is subject to the Grantee's acceptance of the conditions specified below. Each party to this Agreement may be referred to individually as a "Party" and together as the "Parties." This Agreement will be effective when it has been signed by an authorized representative of the Grantee, and a signed copy is received by ConnectED (electronic PDF acceptable).

SECTION A: AGREEMENT SUMMARY

GRANTEE INFORMATION	
Name	Oakland Unified School District
Mailing Address	1000 Broadway, Suite 440, Oakland, CA 94607
Primary Contact	Lucia Moritz, Executive Director of College and Career Readiness Phone: 510-879-2538; Email: lucia.moritz@ousd.org
Fiscal Contact	Azeb Legesse, Financial Accountant Phone: 510-879-0021
CONNECTED INFORMATION	
Mailing Address	ConnectED: National Center for College and Career 2150 Shattuck Avenue, Suite 750, Berkeley, CA 94704
Primary Contact	Kentaro Iwasaki, Director Phone: 510-849-4945; Email: kiwasaki@connectednational.org
Fiscal Contact	Shierra Merto, Director, Finance and Contracts Phone: 510-358-3726; E-mail: smerto@connectednational.org
AGREEMENT INFORMATION	
Grant Number	2021-05-1222
Grant Amount	\$150,000
Start Date	July 16, 2021
End Date	September 30, 2023
Grant Title	A Peer-to-Peer Tool for Math Identity & Language Phase 2
Grant Purpose	<p>In the Balance the Equation project, ConnectED and OUSD will convene Algebra 1 leads and teachers and district leaders monthly to engage in "Video Club," a protocol to analyze video of classroom instruction involving the Math Language Routines embedded within the Illustrative Mathematics curriculum while also utilizing ConnectED's FACT tool. This will result in the Algebra 1 leads and teachers developing proficiency in implementing the Math Language Routines in order for multilingual learners and all students in Algebra 1 to have more opportunities to engage in academic discourse involving mathematics in order to raise passing rates in Algebra 1.</p> <ul style="list-style-type: none"> Algebra 1 leads and teachers and district leaders from OUSD will participate in the monthly Video Club, including utilizing the FACT tool Algebra 1 leads and teachers and district leaders from OUSD will provide the data and information as reflected in the DSA and research application A subset of Algebra 1 leads and/or teachers will facilitate the Video Club protocol for a selected group of students

SECTION B: REPORTING & PAYMENT SCHEDULE

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

Grantee will submit reports according to the Reporting & Payment Schedule below. For a progress or final report to be considered satisfactory, it must demonstrate meaningful progress against the targets or milestones for that grant period. If meaningful progress has not been made, the report should explain why not and what adjustments Grantee is making to get back on track. Please notify ConnectED's primary contact if Grantee needs to add or modify any targets or milestones. ConnectED must approve any such changes in writing. Grantee agrees to submit other reports ConnectED may reasonably request.

Reporting and Payment Schedule			
Deliverable Due Date	Target, Milestone, or Reporting Deliverables	Payment Date	Payment Amount
Date of Receipt of Fully-Executed Grant Agreement	Fully-Executed Grant Agreement and Invoice for Payment #1	Within 10 business days after receipt of fully-executed grant agreement	\$75,000.00
January 13, 2023	January Check-in and Invoice for Payment #2	January 31, 2023	\$60,000.00
September 30, 2023	July 16, 2021 to September 30, 2023 Final Narrative and Financial Reports and Invoice for Payment #3	October 31, 2023	\$15,000.00
Total			\$150,000.00

The Grantee will furnish ConnectED with a written report of the current status of this grant with a focus on critical results and lessons learned. This report gives Grantee the opportunity to provide (i) an assessment and status report about how the project is progressing and (ii) justification for any proposed revisions in the project plan, timelines, milestones, and budget. The report will also include a complete financial accounting of the use of the grant funds.

In connection with any report to be furnished by the Grantee hereunder, ConnectED may request such additional information as is reasonable and necessary for ConnectED to determine that the grant funds are being used for the purposes intended and to enable ConnectED to fulfill its reporting responsibilities to The Bill and Melinda Gates Foundation. The Grantee agrees to furnish such information to ConnectED.

During the grant period, the Grantee is responsible for promptly updating ConnectED upon the change of mailing address, telephone number, e-mail address or significant project staff including the Grantee's Executive Director.

SECTION C: TERMS AND CONDITIONS

This Agreement is subject to the following terms and conditions.

PROJECT SUPPORT

PROJECT DESCRIPTION AND GRANT PURPOSE

ConnectED is awarding the Grantee this grant to carry out the Grant Purpose ("Project") described in Section A, Agreement Summary. ConnectED, in its discretion, may approve in writing any request by Grantee to make non-material changes to the Project.

DATA COLLECTION AND RELEASE TO FOUNDATION

The Foundation, through ConnectED, may request that Grantee or an appropriate entity: (a) participate in surveys; (b) respond to requests for information; and (c) provide certain data to the Foundation for additional research and evaluation during the term of this Agreement and for 5 years thereafter. Grantee agrees (x) to reasonably comply with such requests, and (y) that ConnectED or the Foundation may disseminate such data and research results. Unless otherwise specified in writing, the Foundation, through ConnectED, will only request data related to individuals that is de-identified or aggregated at a level where such data will not be considered "personally identifiable."

EVALUATION

Grantee agrees to notify ConnectED and provide copies of any reports or findings if Grantee conducts or commissions any research or evaluation regarding the Project. If ConnectED is selected to participate in Foundation-funded research or evaluation for which grant funds have been committed under this Grant Agreement, ConnectED may request Grantee to: (a) designate a primary point of contact; (b) cooperate with ConnectED and 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 finding. Such an evaluation may include a visit from ConnectED and/or Foundation personnel to observe the Project, discussions with the Grantee, and a review of financial and other records maintained by the grantee in connection with the Project. The Grantee agrees to cooperate fully in any such evaluation.

MANAGEMENT OF FUNDS

USE OF FUNDS

Grantee may not use funds provided under this Agreement ("Grant Funds") for any purpose other than the Project. Grantee may not use Grant Funds to reimburse any expenses Grantee incurred prior to the Grant Period Start Date. At ConnectED's request, Grantee will repay any portion of Grant Funds and/or Income used or committed in material breach of this Agreement, as determined by the ConnectED in its discretion. Any Grant Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be returned promptly to ConnectED.

CONDITION OF FUNDING

ConnectED's funding of future payments is contingent upon (i) ConnectED's receipt of funding from The Bill and Melinda Gates Foundation for use in making such grant payments to Grantee, (ii) ConnectED's review of Grantee's work in connection with this grant and its determination that satisfactory progress and performance of the expected purposes is occurring, (iii) ConnectED's review and approval of grant reports submitted by Grantee, and (iv) Grantee's compliance with all terms and conditions of this grant agreement. Grant funding may be discontinued and any advancements must be repaid if at any time such condition of funding are not met.

GLOBAL ACCESS

GLOBAL ACCESS COMMITMENT

Grantee will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Grantee's 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 Grantee 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.

HUMANITARIAN LICENSE

Subject to applicable laws and for the purpose of achieving Global Access, Grantee grants ConnectED and the Foundation a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable license to make, use, sell, offer to sell, import, distribute, copy, create derivative works, publicly perform, and display Funded Developments and Essential Background Technology. "Essential Background Technology" means Background Technology that is: (a) owned, controlled, or developed by Grantee, or in-licensed with the right to sublicense; and (b) either incorporated into a Funded Development or reasonably required to exercise the license to a Funded Development. Grantee confirms that Grantee have retained sufficient rights in the Funded Developments and Essential Background Technology to grant this license. Grantee must ensure this license survives the assignment or transfer of Funded Developments or Essential Background Technology. On request, Grantee must promptly make available the Funded Developments and Essential Background Technology to ConnectED and the Foundation for use solely under this license. If Grantee demonstrates to the satisfaction of ConnectED and the Foundation that Global Access can best be achieved without this license, ConnectED, the Foundation, and Grantee will make good faith efforts to modify or terminate this license, as appropriate.

OPEN ACCESS LICENSE

As part of this Global Access Commitment, Grantee agrees to (i) make final versions of the Funded Developments consisting of print, digital and other new content intended for adult professional learning, as described in the Proposal, available under a Creative Commons, Attribution-NonCommercial 4.0 International (CC-BY-NC) license and (ii) make final versions of the Funded Developments consisting of digital tools and software as described in in the Proposal available under Apache License 2.0 on or before the End Date. Grantee will further identify the specific repositories by which such Funded Developments will be made publicly available on or before the grant End Date.

PUBLICATION

Consistent with Grantee's Global Access commitments, if the Project description specifies Publication or Publication is otherwise requested by the Foundation, through ConnectED, Grantee 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 ConnectED and 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 Grantee seeks 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. Grantee 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, Grantee will submit upon ConnectED request annual intellectual property reports relating 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

Discretion and control over other entities. If the Grantee finds it necessary to re-grant funds in order to carry out the purposes of the grant, Grantee shall submit a written request for approval to ConnectED prior to the selection of any subgrantees or subcontractors. ConnectED retains the right to approve selection of subgrantees under this Agreement.

TRAVEL STIPENDS AND CONFERENCE FEES

Grantee will have sole discretion over Grantee's selection of any recipients of travel stipends or conference expense reimbursements under this Agreement and must conduct the selection process

independently of the ConnectED and the Foundation. Foundation trustees and employees are not eligible to receive travel stipends or conference expense reimbursements.

RESPONSIBILITY FOR OTHERS

Grantee is responsible for (a) all acts and omissions of any of Grantee's 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

Grantee 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

Grantee 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 ConnectED, 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

Grantee may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. Grantee acknowledges that ConnectED and 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. Grantee confirms that the Budget (or the combined project budget if there are multiple funders) accurately reflects that Grantee 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

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

OTHER

PUBLICITY

ConnectED and the Foundation may include information about this grant in its periodic public reports. If the Grantee includes a reference to this Bill and Melinda Gates Foundation funded support in any press release, report, or other public form, the Grantee agrees to send the language to ConnectED Primary Contact at least six weeks before desired date of release. ConnectED will submit the language to the Foundation for review and approval. ConnectED will notify Grantee of Foundation recommendation or approval prior to release or publication.

LEGAL ENTITY AND AUTHORITY

Grantee confirms that: (a) Grantee is an entity duly organized or formed, qualified to do business, and in good standing under the laws of the jurisdiction in which Grantee was organized or formed; (b) Grantee is 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) Grantee have the right to enter into and fully perform this Agreement; and (d) Grantee's performance will not violate any agreement or obligation between Grantee and any third party. Grantee will notify ConnectED immediately if any of these changes during the term of this Agreement.

COMPLIANCE WITH LAWS

In carrying out the Project, Grantee 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

Grantee 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"). Grantee will obtain and maintain all necessary approvals, consents, and reviews before conducting the applicable activity. As a part of Grantee's annual progress report to ConnectED and the Foundation, Grantee 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), Grantee will not disclose this information to ConnectED without obtaining the ConnectED's prior written approval and all necessary consents to disclose such information; and/or
- b. children, students, or vulnerable subjects, Grantee will obtain any necessary consents and approvals unique to these subjects.

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

RELIANCE

Grantee acknowledges that ConnectED is relying on the information Grantee provides in reports and during the course of any due diligence conducted prior to the Start Date and during the term of this Agreement. Grantee represents that ConnectED may continue to rely on this information and on any additional information Grantee provides regarding activities, progress, and Funded Developments.

INSURANCE

Grantee shall maintain insurance with a reputable insurance company(ies) or self-insure in such amounts and covering such risks as is prudent and is usually carried by organizations engaged in Grants similar to Grantee. Grantee shall furnish ConnectED with evidence of insurance on this Grant upon ConnectED's request.

INDEMNIFICATION

The Grantee shall defend, indemnify and hold ConnectED, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages caused by Grantee's negligence or that of its agents, Grantee's breach of duties under the Grant Agreement, or Grantee's performance under this Grant Agreement.

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. ConnectED, contingent upon the Foundation's approval, may approve in writing any request by Grantee for a no-cost extension, including amending the End Date and adjusting any affected reporting requirements.

TERMINATION

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

MONITORING, REVIEW, AND AUDIT

ConnectED may monitor and review Grantee's use of the Grant Funds, performance of the Project, and compliance with this Agreement, which may include onsite visits to assess Grantee's organization's governance, management and operations, discuss Grantee's program and finances, and review relevant

financial and other records and materials. In addition, ConnectED 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 ConnectED'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 Grantee was audited by its internal audit department or by a third party, Grantee will provide the audit report to ConnectED 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 Grantee will take to correct any deficiencies observed, and (b) target dates for successful completion of the actions to correct the deficiencies.

RECORD KEEPING

Grantee will maintain complete and accurate accounting records and copies of any reports submitted to ConnectED relating to the Project. Grantee will retain such records and reports for 4 years after Grant Funds have been fully spent. At ConnectED's request, Grantee will make such records and reports available to enable ConnectED 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

RELATIONSHIP OF PARTIES

The Grantee, as an independent organization and not as an agent of ConnectED, will furnish necessary personnel, materials, activities, equipment, facilities, and all other items necessary to accomplish the purpose of this grant and meet the deliverables specified in this Agreement.

ENTIRE AGREEMENT, CONFLICTS, AND AMENDMENTS

This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. If there is a conflict between this Agreement and the Investment Document, Results Framework and Tracker, or Budget this Agreement will prevail. 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

Grantee may not assign, or transfer by operation of law or court order, any of Grantee's rights or obligations under this Agreement without the ConnectED'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.

ACCEPTANCE

Grantee agrees that this Agreement, appendices, and grant conditions correctly and fully set out the arrangements and terms of this grant and supersede any prior oral or written understandings or communications between the parties and constitute the entire agreement of the parties with respect to the subject matter. This grant agreement may not be amended or modified, except in writing signed by both parties. This grant agreement is governed by the laws of the State of California.

Under no circumstances will payment of grant funds commence until ConnectED is in receipt of an executed copy of this form to acknowledge and accept the terms of the grant and the grant conditions as set forth above.

On behalf of **ConnectED: The National Center for College and Career**, I extend every good wish for the success of this project.

Signature: *Gary Hoachlander*

Printed Name: Gary Hoachlander

Title: President

Date: Mar 17, 2022

I acknowledge that the Grantee has received and reviewed this document. The above terms and conditions are hereby accepted and agreed to as of the date specified.

Accepted on behalf of **Oakland Unified School District**

Signature: *G. Yee*

Printed Name: Gary Yee

Title: President, Board of Education

Date: 5-26-2022

Approved as to form by OUSD attorney Carrie Rasmussen on 4/11/22.

Carrie M. Rasmussen