

File ID Number	
Introduction Date	
Enactment Number	
Enactment Date	
By	



**OAKLAND UNIFIED SCHOOL DISTRICT**

*Community Schools, Thriving Students*

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

To: Board of Education  
 From: Gary Yee, Superintendent  
 Subject: **District Accepting Grant Award**

**ACTION REQUESTED:**

Acceptance by the Board of Education of the Grant Award from Bill & Melinda Gates' Foundation, pursuant to terms and conditions thereof, if any.

**BACKGROUND:**

The Grant Face Sheet and Grant Award packets are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
	Yes	Grant	Oakland Unified School District	To set the system-level vision for personalized learning that creates enabling conditions for a future school design process.	October 7, 2013 - January 31, 2014	Bill & Melinda Gates' Foundation	\$70,000.00

**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

**FISCAL IMPACT:**

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

- Grants valued at: \$70,000

**RECOMMENDATION:**

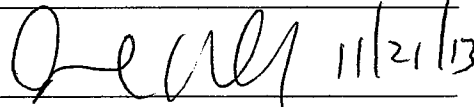
Acceptance by the Board of Education of the Grant Award from Bill & Melinda Gates' Foundation, pursuant to terms and conditions thereof, if any.

OUSD Grants Management Face Sheet 2013-14

<b>Title of Grant: Next Generation Systems Initiative</b>	<b>Funding Cycle Dates: Oct 7, 2013 – Jan 31, 2014</b>
<b>Grant's Fiscal Agent: Oakland Schools Foundation</b>	<b>Grant Amount for Full Funding Cycle: \$70,000</b>
<b>Funding Agency: Bill &amp; Melinda Gates' Foundation</b>	<b>Grant Focus: Personalized Learning</b>
<b>List all School(s) or Department(s) to be Served: Central Leadership, QAA, LCI, FSCP, Tech Services</b>	

<b>Information Needed</b>	<b>School or Department Response</b>
How will this grant contribute to sustained student achievement or academic standards?	This planning grant will support OUSD Leadership in partnership with Education for Change CMO to set the system-level vision for personalized learning that creates enabling conditions for a future school design process. Personalized learning is the opportunity every child to learn what they need, when they need it.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award (or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.17% 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.)	Success will look like Gates Foundation selecting OUSD as one of 10 large urban school districts in the country to advance to the next stage in the process which is school selection for redesign and implementation by 2015. Will be determined by March 1, 2014.
Does the grant require any resources from the school(s) or district? If so, describe.	No
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?  (If yes, include the district's indirect rate of 5.17% 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.)	John Krull, Chief Technology Officer Information Technology Services 1011 Union St, Oakland Ca 94607 (510) 879-8288 John.krull@ousd.k12.ca.us

**Applicant Obtained Approval Signatures:**

<b>Entity</b>	<b>Name/s</b>	<b>Signature/s</b>	<b>Date</b>
Principal			
Department Head	John Krull		11/21/13

**Grant Office Obtained Approval Signatures:**

<b>Entity</b>	<b>Name</b>	<b>Signature</b>	<b>Date</b>
Fiscal Officer	Vernon Hal		
Superintendent	Gary Yee		

# The Application

---

## A. Past Experience

### ***a-i. Implementing personalized learning, either as whole-school models or programs within schools***

In Fall 2012, the Oakland Unified School District (OUSD) and the Rogers Family Foundation (RFF) partnered to launch a blended learning initiative. Starting with four district schools reaching a total of 1,200 students, the initiative sought to improve student achievement and advance teacher effectiveness by introducing the use of technology in the classroom, personalizing the learning environment, and allowing for differentiated and self-paced student instruction. For the 2013-14 school year, RFF and OUSD expanded the initiative through a “Request for Proposal” planning and design process, ultimately selecting two new district middle schools and adding the initiative’s first two charter schools, one each from Aspire Public Schools and Education for Change.

To date the initiative has raised nearly \$1.65 million from philanthropic and district funds, leading to critical investments in the eight pilot schools for network upgrades, device deployment, edtech subscription/license purchases, and the training, support, and coaching of teachers and principals to drive blended, personalized learning. In addition, RFF’s Director of Blended Learning, Greg Klein, provides technical assistance and review of blended learning plans for several other Oakland district and charter schools. By the end of this school year, the initiative expects to formally support up to 3,500 students, with an additional 1,000 to 1,200 in non-initiative blended learning seats in Oakland public schools. All told, one of every six public schools in Oakland will be engaged in some form of blended, personalized learning in 2013-14.

In addition to the OUSD/RFF blended learning collaboration, the Oakland Public Schools partnership for the Next Gen Systems Initiative is strengthened by the participation of Education for Change (EFC), a local charter management organization committed to network-wide blended/personalized instruction.

### ***a-i to iii. Designing and launching new schools; replicating successful schools; and redesigning existing schools (all types)***

- Since 1993, OUSD has been reviewing, authorizing, and renewing charter schools. And when necessary, it has also closed low performing and/or poorly managed charters. The district’s Office of Charter Schools is highly respected for its rigor, commitment, and quality of review. Its charter petition review, authorization, and renewal process informed the district’s quality school review for district schools. OUSD currently has 33 charter schools.
- EFC is a Next Generation Learning Challenge planning grant winner for its EPIC middle school design. Equally as important, its staffing pattern and system design commitment to a CMO-wide blended learning/Next Gen approach makes them an up-and-coming contributor for the field.
- The OUSD/RFF blended learning initiative has demonstrated a “design/build” approach to reimagining the student learning experience at its eight school pilots. The two years have provided opportunities to consistently redesign, improve on, and when appropriate, replicate the approach. Working closely with the 2013-14 cohort of schools, OUSD/RFF took lessons learned from the first cohort to save significant time and money on nearly every key decision point of implementation (network connections, device deployment, training, memoranda of agreement, etc.)
- EFC has a proven track record for redesigning existing schools. The CMO has successfully used a school conversion approach to integrate three former program improvement district schools into its network. Each has shown dramatic academic improvement over the course of six years, rising 200 points on California’s Academic Performance Index.

**a-v. Performance measurement systems (emphasize measures of individual learning growth and college readiness)**

- OUSD’s *Community Schools, Thriving Students* strategic plan is very clear in its focus on ensuring students are “prepared for success in college and careers.” In addition to the plan’s inclusion of indicators (particular in reading) for student progress of 1.5 grade levels or more to meet/exceed grade level proficiency, the strategic plan is supported with the District’s Balanced Scorecard. The scorecard provides a yearly examination of key indicators against plan goals. In support of the college and career goal, OUSD tracks cohort graduation rates, California A-G requirements, and student Early Assessment Program participation.
- RFF is tracking the work of the blending learning initiative with an internal system of formative – and eventually summative – student and teacher indicators (e.g., quality of teaching, classroom observations, student engagement/performance). With Gates Foundation support, RFF also conducted a first year evaluation of the initiative, which will be completed in November 2013.
- RFF and OUSD’s mutual commitment to ensuring accessible student engagement and achievement data to drive instructional decisions and site planning has resulted in plans for future philanthropic funding for a new district student data system.

**b. How is your system currently performing against college readiness indicators?**

OUSD’s December 2012 Balanced Scorecard set specific, modest performance goals for the indicators listed above in Section a-v. Results for the 2012-13 school year will not be ready until later in this year. As might be expected, there exists a significant achievement gap across all categories for African American and Hispanic/Latino students. An electronic copy of the Scorecard can be furnished upon request.

## **B. Strategy & Vision**

***Describe the major strategies that you are pursuing to increase college readiness rates.***

With two of the top five goals of the OUSD strategic plan being “preparing students for success in college and careers” and “ensuring high quality and effective instruction with excellent teachers,” there exists great alignment between the OUSD plan and the Next Gen Systems Initiative goals and design principles. While the current OUSD/RFF blended learning pilot contributes to the goals, OUSD is also pursuing other strategies that would accelerate action. These include implementation of the Common Core; fulfilling and being accountable to self-designed mandates for local control funding formula rollout and the NCLB waiver; creating greater opportunities for success by focusing on African American Male Achievement; and advancing Linked Learning to improve high school graduation rates and propel college readiness and preparedness.

***What is your vision for personalized learning? How does this vision fit into your overall strategy?***

We envision a system where students are engaged and inspired both by their teachers and their own ability to direct, pace, and advance their academic growth. We see a future where teachers can use available, real-time data and 1:1 environments to differentiate the needs of each student, boosting those ready to tackle more challenging work, while also being able to help learners whose academic growth must be accelerated. We envision schools with high-capacity network connections, highly used devices, and high-quality online edtech content. We see all of this supported by a district committed to the recruitment, induction, and continuous development and growth of school leaders and teachers who embrace a data-driven decision making and technology-supported blended learning environment.

In support of this vision, we see this work happening where all Oakland public schools are community schools in service to the cognitive, social, emotional, and healthy development of its students and families.

### ***What student outcomes do you hope to achieve as a result of these strategies?***

The Oakland Public Schools partnership concurs with the Next Gen Systems Initiative on the student outcomes for this work. In meeting students at their proximal academic development and advancing their learning going forward, we expect that students would master content and skills to show accelerated learning growth. As described earlier in Section a-v, we also think this work will align with the indicators associated with the district's college and career strategic goal.

In addition to the academic focused outcomes, we also believe that an important outcome of this work would be to survey students and conduct focus groups to assess how students perceive their personalized learning environments. By collecting beneficiary feedback, we would hear back directly about the effectiveness of the work from those whom we seek to most benefit from these whole-school models.

### **C. Capacity to Implement**

- a. To receive funding after Phase I, we will require comprehensive plans that demonstrate that at least 1% of your students will be enrolled in new or redesigned schools by Fall 2015. How do you expect to achieve this target?***

As described in Section A, the Oakland Public Schools blended learning initiative currently serves nearly 3,500 students, which is 7.5% of all Oakland students. When factoring in the additional informal blended/personalized learning taking place through Oakland's district and charter schools, the total reaches 10%. Achieving the target percentage will not be the issue; ensuring the quality and fidelity of the schools to personalized learning will be the priority. The Phase I goal for the System Design Team is clear: utilize the planning process to establish a system-level approach that can respond to the demand that already exists for blended/personalized learning in Oakland. This would include but may not be limited to aligning blended/personalized learning across OUSD departments; identifying and vetting potential school operators/existing school teams; and refining the Request for Proposal process to reflect opportunities to strengthen existing schools and leave open opportunities for new/redesigned schools.

- b. Will your current technology infrastructure support your vision for personalized learning? If not, what is your plan to upgrade your infrastructure?***

The technology infrastructure is uneven throughout Oakland, and requires investments for modernization and optimization. Fortunately for Oakland, voters approved Measure J in November 2012, which authorized OUSD to issue \$475 million in bonds to improve the quality of Oakland schools and school facilities. OUSD may use proceeds from this bond over the next five years – in combination with e-Rate funds and a facilities master plan – to upgrade network capacity and support a 1:1 environment across Oakland. Given the many competing interests for the bond funding, it is imperative that current blended learning cohort teachers and principals share information about the power of upgrading connections, teach their colleagues, advocate to District leadership, and continue connecting with the national blended community to innovate even further within their own classrooms.

- c. Are the operating conditions in the district supportive of this initiative? What opportunities do you foresee? How will you leverage them? What barriers do you foresee? How will you mitigate them?***

The conditions are ripe for blended/personalized learning to not only be successful, but also to further amplify a strategy that has a wave of momentum for growth in both Oakland's district and charter schools. OUSD has several talented people who have embraced and facilitated blended learning in the district over the last 18 months as part of the initiative with RFF. Among them include designated Project Co-Manager Tracey Logan. She has been instrumental in working with school sites and central office staff, as well as leading the charge for existing and future district funding to create a 1:1 environment. OUSD's new Information and Technology Officer, John Krull, brings a wealth of experience from the private sector, other school districts, and the charter community, and will also be a central figure in the growth of this work going forward.

Another silver lining for this effort is the clear commitment of Acting Superintendent Gary Yee to advance high school graduation and college going rates during the course of this school year. This focus will naturally dovetail with the Next Gen Systems Initiative's college readiness principles.

The Oakland Public Schools partnership brought together for the Next Gen Systems Initiative may also play a role in advancing continued discussions for a district-charter compact. With the passage of OUSD's Quality Schools Development policy in April 2013, the work on blended/personalized learning has the potential to serve as a blueprint for collaboration on system redesign between the district and high performing charters, and for deepening discussions on a portfolio/achievement district.

While this Next Gen Systems Initiative consists largely of positive impacts, the partnership recognizes that blended/Next Gen approaches may be perceived as a cost-/labor-cutting approach. As such, every effort will be made to ensure strong and strategic communications, and inclusion of school site leaders and teachers during the Next Gen Systems Initiative planning process. Similarly, the goal of long-term sustainability has to be address forwardly in the planning process. Although Oakland's potential to access bond measure resources is high, OUSD and RFF must still prioritize fund development components as part of any future phase implementation, with or without the Gates Foundation's deeper Phase II and III investment.

**d. Describe the role you expect each co-applicant to play in the Phase I planning process.**

- OUSD is the lead partner and will staff the primary Project Manager for the Phase I planning process. The district will also ensure senior representation in the system design team and engage their school site leaders and teachers in the planning. OUSD will chair and set the agenda for the Advisory Group. The technical assistance team will work directly with the OUSD Project Manager.
- As the nonprofit partner, RFF will support Phase I with its Director of Blended Learning. As OUSD's thought and funding partner on the existing blended learning initiative, RFF will bring lessons learned to the planning process and a connection to the national landscape of blended and personalized learning models. RFF will also serve as a conduit to the funding community for future resource development.
- EFC will bring thought leadership and on-the-ground implementation experience. EFC staff will participate in the system design team, lending their expertise on blended and personalized learning, particularly for elementary and middle school implementation. We also anticipate engaging the charter community more broadly during the planning phase, drawing on the blended/personalized learning experience of educators at Aspire Public Schools, Oakland Unity High School, Vincent Academy, KIPP Bridge Bay Area, and Lighthouse Community Charter School.

**e. Who will serve as the project manager(s) for Phase I?**

By virtue of their strong track record of collaboration and complementary work styles on the OUSD/RFF blended learning initiative, OUSD's Tracey Logan (60-70%) and RFF's Greg Klein (30-40%) will co-manage the Phase I planning process.

An advocate and agent of change, Tracey Logan has worked in OUSD for nine years. Originally a case manager for truant students and their families, Tracey's exposure to the lack of coordinated resources compelled her to work in the district central office to break down silos and create collaborative systems of support that work for and benefit schools. As a Project Manager in Technology Services, she brings people together to do the behind the scenes work to achieve a common goal, like changing the teaching and learning experience for students by implementing blended learning classrooms. She is deeply committed to bridging the digital divide so that all Oakland youth have the access, opportunity, and tools to pursue their dreams.

Since joining RFF in June 2012, Greg Klein has been instrumental in the execution of the first two cohorts of the Oakland blended learning initiative. He is on the ground, supporting principals, teachers, and students at eight Oakland public schools as they make transitions to blended classrooms. Greg's career includes helping launch Downtown College Prep's new Alum Rock campus. While at DCP he managed large groups of students, let the computers do everything that they do well, and focused his attention on teaching. Greg began

his career in education as a teacher, coach, and administrator in OUSD for seven years, including building his own mini-lab in his classroom as a first-year teacher.

**f. Who will serve on the System Design Team’s advisory group?**

- Gary Yee, OUSD, Superintendent
- Maria Santos, OUSD, Deputy Superintendent of Instruction and Equity in Action
- Vernon Hal, OUSD, Deputy Superintendent of Business and Operations
- David Montes, OUSD, Associate Superintendent of Quality, Analytics and Accountability
- John Krull, OUSD, Information and Technology Officer
- Silke Bradford, OUSD, Director of Quality Diverse Providers (OUSD Charter Schools)
- Hae-Sin Thomas, Education for Change, Chief Executive Officer
- Rhonnel Sotelo, Rogers Family Foundation, Chief Strategy Officer

**g. Who will serve on the System Design Team’s working group?**

**Co-Project Managers**

- Tracey Logan, OUSD, Project Manager – Technology Services
- Greg Klein, Rogers Family Foundation, Director of Blended Learning
- Leah Jensen, OUSD, Instructional Technology
- Kyla Johnson-Trammel, OUSD Associate Superintendent of Leadership Curriculum and Instruction
- Lars Jorgensen, OUSD, Assessment Tools Manager
- Sundar Chari, Education for Change, Director of Technology and Innovation

**D. Budget**

The table on the right provides a summary of the anticipated personnel costs (for management and release time) for the Oakland Public Schools partnership’s Initiative application. The bullets below provide a brief overview for the expenditures.

- **Project Management:** The partnership’s shared project management structure would receive in-kind staffing from RFF’s Director of Blended Learning and Chief Strategy Officer. For OUSD’s management role, the budget sets aside expenses for senior level staff expected at 60-70% time for the 18-week grant period.
- **Working Group/Executive Leadership from EFC and access to other charter leaders.** The grant would provide resources for EFC’s participation on the system design team. The project assumes a little over 100 hours of time over 18 weeks for workgroup members and approximately 35-40 hours for the advisory group. Additional modest resources are set aside to access the time of other charter leaders, as needed.
- **District Senior Staff Participation.** Additional dollars from the grant would be designated to OUSD to support senior staff participation in workgroups.
- **Convening and Collaboration Support.** RFF would also provide central convening and meeting support, and will cover such ancillary project costs.
- **Fiscal Management and Grant Administration.** Currently in the midst of a transition to become the public education fund for Oakland, the Oakland Schools Foundation – with support from RFF staff – will serve as the grantee, be responsible for all fiscal management and fund distributions, and handle full administration and reporting for the grant.

Line Item	Cost
OUSD Project Management	\$50,000
Education for Change Systems Design Team Participation	\$15,000
OUSD: Additional Staff Release	\$25,000
Other Charters: Additional Staff Release	\$5,000
Fiscal Management: Oakland Schools Foundation	\$5,000
<b>TOTAL GRANT REQUEST</b>	<b>\$100,000</b>

September 24, 2013

Brian Stanley  
Executive Director  
Oakland Schools Foundation  
PO Box 27148  
Oakland, CA 94620

**Re: U.S. Programs Grant Number OPP1100522  
Next Gen Systems Initiative - Oakland Public Schools**

Dear Mr. Stanley:

The Bill & Melinda Gates Foundation (the "Foundation") is pleased to award Oakland Schools Foundation a grant in the amount of \$100,000 for the period beginning on the date you sign this agreement (the "Start Date") to January 31, 2014 (the "Grant Period"). This agreement (the "Grant Agreement") contains the terms and conditions of this grant.

**Charitable Purpose of the Grant.** The charitable purpose of this grant is to support the development of a system-level strategic plan for personalized learning, as described in your proposal dated September 17, 2013 (the "Proposal") and budget dated August 30, 2013 (the "Budget"), (together, the "Project").

**Tax Status.** Oakland Schools Foundation confirms that under the United States Internal Revenue Code of 1986 (the "Code") it is exempt from federal income tax under section 501(c)(3) and is not a private foundation within the meaning of section 509(a) of the Code. You agree to advise us immediately if there is any change in your organization's tax status during the Grant Period.

**Use of Grant Funds.** Grant funds may only be used for the Project. Any grant funds unexpended or uncommitted at the end of the Grant Period must be promptly returned to the Foundation. Any Budget cost category change of more than 10% must be approved in writing by the Foundation in advance. You may not use the grant funds to reimburse any expenses you chose to incur prior to the Start Date.

**Political Campaign/Lobbying Activity.** Grant funds may not be used to influence the outcome of any election for public office or to carry on any voter registration drive. There is no agreement, oral or written, permitting the grant funds to be directed to or earmarked for lobbying activity or other attempts to influence local, state, federal, or foreign legislation. Your strategies and activities, and any materials produced with grant funds, will comply with applicable local, state, federal, or foreign lobbying law. You agree to comply with lobbying, gift and ethics rules applicable to the Project under local, state, federal or foreign law.

**Investment of Grant Funds.** Grant funds must be invested in highly liquid investments (such as interest-bearing bank accounts) with the primary objective of preservation of principal so that they are available for the Project. The Foundation requires you to report the amount of any interest or other income generated by the grant funds, including currency conversion gains (collectively "Interest"). Any Interest must be used for the Project. At the end of the Grant Period, any remaining Interest must be applied to another of your Foundation-funded projects (current or under consideration).



**Anti-Terrorism.** You confirm that you are familiar with the U.S. Executive Orders and laws prohibiting the provision of resources and support to individuals and organizations associated with terrorism and the terrorist related lists promulgated by the U.S. Government. You will use reasonable efforts to ensure that you do not support or promote terrorist activity or related training, or money laundering.

**Anti-Bribery.** Grantee shall not offer or provide money, gifts or any other thing of value, directly or indirectly, to anyone in order to improperly influence any act or decision relating to the Project, including by assisting any party to secure an improper advantage. Training and information on anti-bribery act compliance requirements is available here: [www.learnfoundationlaw.org](http://www.learnfoundationlaw.org).

**Subgrants and Subcontracts.** You have the exclusive right to select subgrantees and subcontractors for the Project. The Foundation has not earmarked the use of the grant funds for any specific subgrantee or subcontractor. You, and not the Foundation, are responsible for ensuring that all subgrantees and subcontractors use grant funds consistent with this Grant Agreement and the Proposal. Neither you nor your subgrantees or subcontractors may make any statement or otherwise imply to donors, investors, media or the general public that the Foundation directly funds the activities of any subgrantee or subcontractor. Any agreements with subgrantees and subcontractors you engage to assist with the Project must include the following language: "Your organization has been selected to participate in this Project at our discretion. You may not make any statement or otherwise imply to donors, investors, media or the general public that you are a direct grantee of the Bill & Melinda Gates Foundation ("Foundation"). You may state that Oakland Schools Foundation is the Foundation's grantee and that you are a subgrantee or subcontractor of Oakland Schools Foundation for the Project."

**Payments and Reports.** This table shows the deliverables (including reports) and milestones for this grant. Where indicated, the Foundation's payment is contingent on satisfaction of the listed deliverable and/or milestone. The Foundation may authorize changes to the payment and reporting schedules from time to time where appropriate. The Foundation will confirm any such changes in writing.

Payment Date	Payment Amount	Milestone or Deliverable	Due By
October 2013	\$100,000	Countersigned Agreement	September 30, 2013
N/A	N/A	Completed Strategic Plan for Personalized Learning	January 31, 2014
N/A	N/A	In-person presentation of Strategic Plan	February 15, 2014
N/A	N/A	Final Report: Start Date to January 31, 2014	March 31, 2014
<b>AWARD TOTAL</b>	<b>\$100,000</b>		

**Milestones.** For a report to be satisfactory, you must demonstrate meaningful progress against the milestones contained in this Grant Agreement and the Proposal. Milestones may be added or modified during the Grant Period. The Foundation will confirm any agreed changes to the milestones in writing.

**Deliverable – Strategic Plan for Personalized Learning.** The Strategic Plan for Personalized Learning will include the following components:

1. **Vision:** A comprehensive five-year vision for Personalized Learning (PL) and a system-level theory of change that articulates how PL integrates with other strategic priorities.
  - The vision clearly outlines the district's overall strategic priorities

- The PL vision clearly aligns and is integrated to these strategic priorities
  - The System Design Team (Team) has named and identified growth targets and college readiness rates
  - The Team has identified a process to track this data
2. **Current State Assessment:** The Team and technical assistance provider will use a common set of needs assessments to analyze the following:
- The current school performance (focused on learning growth and college readiness).
  - A synthesis of PL activities, a survey of school leader and staff knowledge, interest, and capacity for PL.
  - Infrastructure survey (e.g., devices, broadband, IT support, facilities, and furniture)
  - Identification of critical barriers to may impede implementation of PL (e.g., policies, system structure, technology infrastructure, political).
3. **Planning for Phases II and III:** The Team and technical assistance provider will work together to create a plan for school selection planning and launch that will include:
- A plan for organizing the System Design Team and other external stakeholders to effectively support Phases II and III, with a focus on assigning clear roles and responsibilities and managing change.
    - Identify all key internal stakeholders,
    - Identify all key external stakeholders
    - A change management plan
    - A community engagement plant
  - A comprehensive plan for cultivating and selecting Phase II school teams (i.e., two-day design workshops, teacher and principal fellowships, competitive RFPs).
    - An education/awareness campaign
    - A recruitment strategy (e.g. a set of selection criteria and clearly defined selection process)
  - A strategy for incubating school teams selected for Phase II planning grants.
  - A short-term resource allocation plan that identifies available and needed sources of funding to execute Phases II and III.
  - A mitigation plan for addressing key barriers identified in the current state assessment in Phases II and III.
  - A detailed implementation plan for Phase II, with clear ownership and manageable deadlines assigned for each milestone.

- A high-level implementation plan for Phase III with identified actions and owners.
4. **Longer Term Planning:** The Team and technical assistance provider will work together to create a longer term plan that will include:
- A focus on long-term system design that includes an articulation of the governance model and organizational structure required within the district and its partner organizations to sustain and expand whole-school PL over time, with a focus on driving continuous improvement toward college readiness.
  - A high-level resource allocation plan that identifies available and needed sources of funding to sustain and expand PL efforts after Foundation support ends in 2015.
  - Identification of critical barriers that may impede expansion of PL after 2015, and a high-level mitigation plan to address them.
  - A stakeholder analysis that identifies major factions and their respective levels of support or resistance to this work, and a plan to build support.

**Report Templates.** You are required to submit one or more reports regarding the expenditure of grant funds and your progress on the Project. The Foundation's report templates and submission guidelines for this grant can be found at the following links:

- Progress Report:  
[http://www.gatesfoundation.org/grantseeker/Documents/USP\\_Progress\\_Report\\_Guidelines.pdf](http://www.gatesfoundation.org/grantseeker/Documents/USP_Progress_Report_Guidelines.pdf)
- Final Report:  
[http://www.gatesfoundation.org/grantseeker/Documents/USP\\_Final\\_Report\\_Guidelines.pdf](http://www.gatesfoundation.org/grantseeker/Documents/USP_Final_Report_Guidelines.pdf)

These templates and guidelines are subject to change. Please submit reports electronically to your Program Officer and Program Coordinator. The Foundation will send you an email with the contact information for these individuals. You also agree to submit other reports the Foundation may reasonably request.

**Record Maintenance and Inspection.** The Foundation requires that you maintain adequate records for the Project to enable the Foundation to easily determine how the grant funds were expended. Your books and records must be made available for inspection by the Foundation or its designee at reasonable times to permit us to monitor and conduct an evaluation of operations under this grant.

**Compliance.** The Foundation has the right at its discretion to terminate or suspend the grant or withhold payment if (a) the Foundation is not reasonably satisfied with your progress on the Project; or (b) significant leadership or other changes occur that the Foundation believes may threaten the Project; or (c) you fail to comply with any term or condition of this Grant Agreement. On termination, if requested by the Foundation, you agree to promptly return to the Foundation any unspent and uncommitted grant funds (as of the date of termination) previously distributed to you by the Foundation for the Project.

**Evaluation.** The Foundation values research and evaluation of the projects it funds. You agree to inform the Foundation of any research or evaluation you conduct or commission regarding the Project and to provide to the Foundation a copy of any report or findings from the research or evaluation. The Foundation or its evaluation partner will notify you in writing of your inclusion in any research project undertaken by the Foundation. If you are selected to participate in Foundation-sponsored research or evaluation for the Project, you agree to (a) allow and facilitate the Foundation's evaluation partner to

implement an evaluation plan; (b) identify an on-site evaluation coordinator who will serve as a contact; (c) facilitate the collection of data; and (d) permit the Foundation to disseminate the results of the research or evaluation. The Foundation's evaluation partner will provide appropriate privacy and other protections to participants.

**Data Collection and Release to Foundation.** From time to time, the Foundation may request that you or an appropriate entity: (i) participate in surveys, (ii) respond to requests for information; and (iii) provide certain data to the Foundation for additional research and evaluation, during the Grant Period and for a period of five (5) years following the Grant Period. You agree to reasonably comply with such requests. You further agree that the Foundation may disseminate such data and research results. Unless otherwise specified in writing, the Foundation 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".

**Global Access.** You will conduct and manage the Project and the resulting products, services, processes, technologies, materials, software, data and/or other innovations (collectively, "Funded Developments") in a manner that ensures "Global Access." *Global Access* requires that (a) the knowledge and information gained from the Project be promptly and broadly disseminated and (b) the Funded Developments 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 your proposed Project. The Foundation is making this grant in reliance on the descriptions and answers provided to the Foundation in your Proposal and during the course of any pre-award and post-award due diligence. Your Global Access obligations will survive the Grant Period.

**Grant Announcements, Public Reports and Use of Foundation Name and Logo.** The Foundation will include information on this grant in our periodic public reports and may make grant information public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents. If you wish to issue a press release or announcement regarding the award of this grant, you must obtain advance approval from the Foundation of the press release and the date of release. You also agree to obtain advance approval from the Foundation for any other use of the Foundation's name or logo. The Foundation requests an opportunity to review and comment on subsequent press releases or reports that are directly related to the grant. Please contact the Foundation at [Grantee.Comms@gatesfoundation.org](mailto:Grantee.Comms@gatesfoundation.org) at least two weeks before any press release, announcement or other publication date. Further information is available at:

[http://www.gatesfoundation.org/grantseeker/Documents/Guidelines\\_Communications\\_for\\_Grantees.doc](http://www.gatesfoundation.org/grantseeker/Documents/Guidelines_Communications_for_Grantees.doc).

**Counterparts; Original.** This Grant Agreement, including any amendments, may be executed in counterparts which, when taken together, will constitute one Grant Agreement. Copies of this Grant Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution, though the Foundation may require you, the grantee, to deliver original signed documents.

**Assignment.** This Grant Agreement or any of the rights or obligations under this Grant Agreement may not be assigned without the Foundation's prior written consent. An assignment includes (a) any transfer of the Project; (b) an assignment by operation of law, including a merger or consolidation, or (c) the sale or transfer of all or substantially all of your organization's assets.

**Entire Agreement, Severability and Amendment.** This Grant Agreement is our entire agreement and supersedes any prior oral or written agreements or communications between us regarding its subject matter. The provisions of this Grant Agreement are severable so that if any provision is found to be invalid, illegal, or unenforceable, such finding shall not affect the validity, construction, or enforceability

September 24, 2013

Page 6 of 6

OPP1100522

of any remaining provision. This Grant Agreement may be amended only by a mutual written agreement of the parties.

Please sign and return this Grant Agreement to Kumi Kato, Grants Coordinator, at [kumi.kato@gatesfoundation.org](mailto:kumi.kato@gatesfoundation.org). Please keep a copy for your records. If you have questions, please contact Joey Calacat, Grants Manager, at [joey.calacat@gatesfoundation.org](mailto:joey.calacat@gatesfoundation.org) or (206) 770-2155.

On behalf of the Foundation, I extend every good wish for the success of your work.

Sincerely,



Stacey Childress  
Deputy Director, Next Generation Learning, College Ready

Oakland Schools Foundation, by its authorized representative, agrees to the terms and conditions of this Grant Agreement.



Brian Stanley  
Executive Director

September 25, 2013

Date