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OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

To Board of Education

From Jacqueline Minor, General Counsel 

Board Meeting Date June 27, 2012

Subject **APPROVAL OF ACCEPTANCE OF GRANT IN THE AMOUNT OF ONE MILLION DOLLARS FOR FISCAL YEAR 2012-13 FROM THE ROGERS FAMILY FOUNDATION**

Action Requested **APPROVAL OF ACCEPTANCE OF GRANT IN THE AMOUNT OF ONE MILLION DOLLARS FOR FISCAL YEAR 2012-13 FROM THE ROGERS FAMILY FOUNDATION**

Background Oakland Schools Foundation has received a grant from the Rogers Family Foundation for the purpose of supporting the implementation of the "Blended Learning" personalized connected learning program of learning which supports learning differentiation for individual students. "Blended Learning" will be piloted in four OUSD schools during the 2012-13 school year. These schools are Emcompass, Elmhurst Community Prep, Madison and Korematsu.

Discussion The Grant from the Rogers Family Foundation will support the Blended Learning pilot at the four named district schools for the school year 2012-13. The Grant is in the amount of \$1,000,000 for the 2012-13 fiscal year.

Recommendation Acceptance by the Board of Education of the grant in the amount of \$1,000,000 from the Rogers Family Foundation for the fiscal year 2012-13.

Fiscal Impact Receipt of \$1,000,000

Attachment Agreement

**AGREEMENT BETWEEN THE OAKLAND UNIFIED SCHOOL DISTRICT  
AND  
THE OAKLAND SCHOOLS FOUNDATION  
FOR IMPLEMENTATION OF BLENDED LEARNING GRANT  
FROM  
THE ROGERS FAMILY FOUNDATION**

**Grant Amount – approx. \$1 Million Dollars for Fiscal Year 2012-13**

AGREEMENT made and entered into this 5th day of June 2012 by and between OAKLAND SCHOOLS FOUNDATION ("OSF") and OAKLAND UNIFIED SCHOOL DISTRICT ("OUSD"), for the term from July 1, 2012 through June 30, 2013, and may be extended by mutual agreement of the Parties to this Agreement.

OSF has received a grant from the Rogers Family Foundation for the purpose of supporting the implementation of the "Blended Learning" personalized connected learning program aimed at online delivery of learning which supports differentiation for individual students. "Blended Learning" will be piloted in four OUSD schools during the 2012-13 school year. These schools are Emcompass, Elmhurst Community Prep, Madison and Korematsu.

**Section I Description of Services and Scope of Work; Payment.**

The scope of work and responsibilities of the four OUSD schools participating in the 2012-13 pilot program are described in Exhibit A, which is attached hereto and incorporated by reference herein. OUSD commits and agrees that during the pilot program year, the participating schools shall meet the obligations and responsibilities as set forth in Exhibit A.

OSF shall disburse the grant proceeds to the program vendors in accordance with a payment schedule set by the Rogers Family Foundation and OUSD. All parties understand and agree that the funds shall be disbursed by OSF and not by OUSD.

**Section II Criteria for OUSD.**

OUSD is not an agent or partner of OSF and is a separate legal entity. OUSD has no authority to act for, to make any representation, to enter into any contract or commitment or to incur any liability on behalf of OSF.

**Section III Reimbursement Provision.**

OSF shall reimburse OUSD for agreed-upon (in advance) reimbursable expenditures accompanied by original receipts and submitted to OSF. Reimbursement will be issued within fifteen (15) business days of receipt of request from OUSD.

**Section IV Term of the Agreement**

OSF enters into this agreement with the OUSD for the period identified above unless sooner terminated pursuant to the terms hereof. Retention of all proceeds is contingent upon satisfactory performance and provision of required documentation.

**Section V Termination Provision**

Termination of this Agreement can be originated by either party with no less than ninety (90) days written notice of intention to terminate. In the event OSF terminates this Agreement prior to the expiration of the term, OSF shall be responsible for all financial commitments made related to the Blended Learning Pilot Program that were made prior to notice of cancellation.

**Section VI Amendment Provision**

This Agreement may not be amended except in writing, which shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto. Any such amendment is subject to the same approval requirements as in this Agreement.

**Section VII Supersede Provision**

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

In Witness Whereof, the parties signify and approve their agreement:

**OAKLAND SCHOOLS FOUNDATION**

Name: Dan C. Quigley  
Title: Executive Director  
Signature: Dan C. Quigley  
Date: 6/5/12

**Oakland Unified School District**

Jody London 6/28/12  
Jody London  
President, Board of Education  
Edgar Rakestraw, Jr. 6/28/12  
Edgar Rakestraw  
Secretary, Board of Education

APPROVED AS TO FORM  
Jacqueline Minor  
Jacqueline Minor  
General Counsel  
Oakland Unified School District

Date: 6/12/2012

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at [www.epls.gov/eplsearch.do](http://www.epls.gov/eplsearch.do)