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Introduction Date	2/8/23
Enactment Number	23-0247
Enactment Date	2/8/2023
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**OAKLAND UNIFIED SCHOOL DISTRICT**  
Community Schools, Thriving Students

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

February 8, 2023

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer  
Rebecca Lacocque, Director, High School Linked Learning Office

Subject: Grant Agreement - Stupski Foundation - High School Linked Learning Office

**ACTION REQUESTED:**

Approval by the Board of Education of a Grant Agreement between the District and the Stupski Foundation, with the District accepting \$85,000.00, to support anti-bias training via the High School Linked Learning Office, for the period of January 1, 2023 through June 30, 2024, pursuant to the terms and conditions thereof, if any.

**BACKGROUND:**

Grant Agreement for OUSD schools for the 2022-2023 through 2023-2024 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
23-0095	Yes	Grant	Oakland Unified School District - High School Linked Learning Office	To support anti-bias training for Oakland Unified School District and provide resources.	January 1, 2023 - June 30, 2024	Stupski Foundation	\$85,000.00

**DISCUSSION:**

The district created a Grant Face sheet process to:

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

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

**FISCAL IMPACT:**

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

- Grants valued at: \$85,000.00

**RECOMMENDATION:**

Approval by the Board of Education of a Grant Agreement for high schools via the High School Linked Learning Office for fiscal years 2022-2023 through 2023-2024, pursuant to the terms and conditions thereof, if any.

**ATTACHMENTS:**


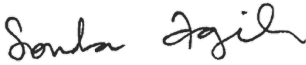
Grant Award Letter  
Grant Agreement

**OUSD Grants Management Face Sheet**

<b>Title of Grant:</b> Stupski Foundation Grant	<b>Funding Cycle Dates:</b> 01/01/2023-06/30/2024
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address) Daniel Oviedo Stupski Foundation 90 New Montgomery St. Suite 1100 San Francisco, CA 94105	<b>Grant Amount for Full Funding Cycle:</b>  \$85,000
<b>Funding Agency:</b> Stupski Foundation	<b>Grant Focus:</b> To support anti-bias training and resources within OUSD.
<b>List all School(s) or Department(s) to be Served:</b> All OUSD high schools and the Linked Learning Department	

<b>Information Needed</b>	<b>School or Department Response</b>
How will this grant contribute to sustained student achievement or academic standards?	This grant will support students with an anti-bias training approach to increase understanding of differences and their value to a respectful and civil society and to actively challenge bias, stereotypes and all forms of discrimination.
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.)	This grant will not be evaluated.
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 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.)	Rebecca Lacocque Director of Linked Learning 1000 Broadway, Ste. 440 Oakland, CA 94607 (510) 879-4616 rebecca.lacocque@ousd.org

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal/Administrator	Rebecca Lacocque		12/15/2022
Chief Academic Officer	Sondra Aguilera		1/13/2023

**Grant Office Obtained Approval Signatures:**

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



## Oakland Unified School District Grant Agreement

**Grantee Partner:** Oakland Unified School District

**Total Grant Awarded:** \$85,000

**Payment:** Upon finalization of grant agreement \$85,000

**Grant Term:** January 1, 2023 to June 30, 2024

**Purpose of Grant:** To support anti-bias training for the Oakland Unified School District.

**and as further described in your grant request dated** August 30, 2022

### Terms of Grant:

- A. **Use of Funds:** Grant funds shall be expended only for the specific purposes described above. Stupski Foundation (“Foundation”) must approve in writing any changes to these purposes. Any funds not so used must be returned to the Foundation. Any requests for changes in plans for use of funds must be made as the need occurs.
- B. **Recordkeeping:** Grantee Partner shall treat grant funds as restricted assets and shall maintain books to show the grant funds separately. Grantee Partner shall keep adequate records to substantiate its expenditures of grant funds. Grantee Partner shall make these books and records available to the Foundation at reasonable times for review and audit. Grantee Partner shall keep copies of all relevant books and records and all reports to the Foundation for at least four years after completion of the use of the grant funds.
- C. **Prohibited Uses:** No funds may be used to (1) influence the outcome of any

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specific election for candidates to public office, or (2) induce or encourage violations of law or public policy, or cause any private inurement or improper private benefit to occur, or take any other action inconsistent with IRC Section 501(c)(3).

- D. **Funds Not Earmarked for Lobbying:** This grant is not earmarked for influencing legislation within the meaning of IRC Section 4945(e), and we and you have made no agreement, oral or written, to that effect. Any use of grant funds by you for such activities constitutes your decision, wholly independent of us.
- E. **No Earmarking; Grantee Partner Discretion and Control Over Selection of Subgrantee or Contractor.** The grantee partner retains full discretion and control over the selection process and shall act completely independently of Foundation with respect to the selection of any subgrantee or contractor convenient or necessary to carry out the purposes of the Grant. The Foundation has not earmarked grant funds to any particular subgrantee or contractor, and there is no agreement, written or oral, by which Foundation may cause Grantee Partner to choose a particular subgrantee or contractor.
- F. **Information and Data Sharing:** The parties understand that a material condition of this Grant Agreement is that Grantee Partner makes the data developed in whole or in part with any Grant funds (“Data”) publicly available as soon as possible at no cost, or, when justified, at a reasonable cost.
- G. **Intellectual Property:** All right, title, and interest in and to all intellectual property based on, or derived from activities undertaken by Grantee Partner, including any of its employees, contractors, sub-contractors, sub-grantees, agents, and other persons or entities under its control (each an “Agent”) and funded in whole or in part by this Grant (“Grant Works”), shall be owned by Grantee Partner. Grantee Partner agrees to make the Grant Works available to the public at no cost, or, when justified, at a reasonable cost. The Grantee Partner agrees to take all reasonable action necessary to carry out the purpose of the Grant, including but not limited to obtaining appropriate assignments or licenses from Agents. Grantee Partner may transfer or license the Grant Works only in compliance with this paragraph.
- H. **Representation and Warranty Regarding Tax Status:** By entering into this Agreement, Grantee Partner represents and warrants that Grantee Partner is exempt from federal income tax under Internal Revenue Code Section 501(c)(3) and is a public charity described in Internal Revenue Code Section 509(a)(1) or 509(a)(2).
- I. **Indemnification:** In the very unlikely event that a third-party makes a claim against the Foundation, our Board, staff, or other agents which arises from any of Grantee Partner’s actions or omissions relating to this grant, Grantee Partner agrees to defend, indemnify, and hold the Foundation, our Board, staff, and other agents harmless (except to the extent the claim results from our actions or

omissions).

- J. **No Agency:** This Agreement shall not create any agency relationship, partnership, nor joint venture between Foundation and Grantee Partner, and neither Foundation nor Grantee Partner shall represent otherwise to any third-party.
- K. **Governing Law:** This Agreement is governed by California law, excluding law that would require the application of another jurisdiction's laws.
- L. **Remedies:** If the Foundation determines, in its reasonable discretion, that the Grantee Partner has failed to or is unable to carry out any provision of this Grant Agreement, including but not limited to making reasonable progress towards the achievement of the Grant Purpose, the Foundation may elect to withhold further Grant payments under this or any other Grant Agreement, and the Foundation may demand the return of all or part of any Grant funds not properly spent or committed to third parties. Prior to terminating or curtailing the Grant, the Foundation will give the Grantee Partner thirty (30) days' advance written notice to respond to and resolve the issues, but the determination to continue, curtail, or terminate the Grant will remain in the Foundation's discretion.
- M. **No Promise of Future Funding:** Grantee Partner acknowledges that the Foundation and its representatives have made no actual or implied promise of funding except for the amount in this Grant Agreement. The Foundation will determine any future funding in its sole discretion.
- N. **Entire Agreement, Severability:** The Grant Agreement supersedes any prior oral or written understandings or communications between the parties and constitutes the entire agreement between the parties with respect to the Grant. The provisions of this Grant Agreement are severable so that if any provision is found to be invalid or illegal, that finding will not affect the validity or enforceability of the remaining provisions.
- O. **Learning and Meetings**

**1. Learning and Communication:** See the Learning Approach.

**Reporting Schedule:** Please provide a final report by **July 31, 2023**

**2. Information sharing meetings and/or calls:** As part of this grant, please be prepared to participate in occasional meetings and/or calls with Foundation staff throughout the course of the grant term. The meetings may occur around each report due date. Advance notice of meetings/calls will be given.

**3. Convening Participation:** There is also the potential request for participation in convenings with other grantee partners or experts in the field. Advance

notice of meetings/convenings will be given and associated travel costs will be covered by the Foundation, per the Foundation's travel policy, for attendees outside of the San Francisco Bay Area.

**Agreed by:**

 Glen Galaich

Signature for Stupski Foundation

Glen Galaich, CEO

Print Name

1/25/2023

Date

 Sonja Agil

Signature for Oakland Unified School District

Chief Academic Officer

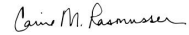
Print Name

1/13/2023

Date

If you have questions, please reach out to Daniel Oviedo, grants associate at [daniel@stupski.org](mailto:daniel@stupski.org)

Approved as to form by OUSD Attorney Carrie Rasmussen on 11/29/22





Mike Hutchinson, President, BOE



Kyla Johnson-Trammell, Superintendent & Secretary, BOE

## Learning Approach

### Annual Touchpoint

A Foundation team member will be in touch to schedule a verbal touchpoint in **January 2023**. Topics for discussion will include the following:

1. What is the Oakland Unified School District learning from the training deployment to school site leaders? Is there anything that needs to shift about this grant as a result?
2. Is any additional assistance required to complete the project successfully? How could the Stupski Foundation be helpful?

### Final Report and Discussion

Please share a one to two page final grant report by **July 31, 2023**. We recommend spending no more than one to two hours to answer the questions below. A Foundation team member will be in touch within two weeks of receipt of the report to schedule a discussion.

1. Update on project activities undertaken and milestones achieved since this grant was awarded. What were some significant challenges you encountered and lessons you learned?
2. Were grant funds used as planned? What went as planned and what did not as far as project costs were concerned?
3. What are your hopes and goals for this project beyond the end of this grant?

A written report does not need to be prepared specifically for the Stupski Foundation. If already available, a standardized funder briefing that discusses key organizational and project-oriented outcomes, qualitative progress, and forward-looking strategy is sufficient.

We also welcome informal touchpoints and thought partnership outside more formal meetings. We are more than happy to connect in whatever ways are most helpful to your organization.

**Questions regarding reporting?** Please contact Daniel Oviedo, grants associate at [daniel@stupski.org](mailto:daniel@stupski.org)