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Introduction Date	12/9/20
Enactment Number	20-1718
Enactment Date	12/9/2020
By	OS



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

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

December 9, 2020

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Wesley Jacques, Executive Director, Academics and Instructional Innovation Department

Subject: Grant Agreement - Charles and Lynn Schusterman Family Foundation - Grant ID #R-20-16912 - Academics and Instructional Innovation Department

ACTION REQUESTED:

Approval by the Board of Education of a Grant Agreement (Grant ID #R-20-16912) between District and Charles and Lynn Schusterman Family Foundation, with the District accepting \$615,709.00, to provide OUSD Curriculum and Engagement Plan Support for the 2020-2021 school year, via the Academics and Instructional Innovation Department, for the period of July 15, 2020 through August 14, 2021, pursuant to the terms and conditions thereof.

BACKGROUND:

Grant agreement for OUSD schools for the 2020-2021 fiscal year 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
20-2318	Yes	Grant	Oakland Unified School District, Academics and Instructional Innovation Department	To provide OUSD Curriculum and Engagement Plan Support for School Year 2020-2021.	July 15, 2020 - August 14, 2021	Charles and Lynn Schusterman Family Foundation	\$615,709.00

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: \$615,709.00

RECOMMENDATION:

Approval by the Board of Education of a Grant Agreement for the Academics and Instructional Innovation Department for fiscal year 2020-2021, pursuant to the terms and conditions thereof, for the grant year, if any.

ATTACHMENTS:

Grant Face Sheet

Grant Agreement, Schusterman Family Foundation


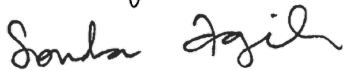
OUSD Grants Management Face Sheet

Title of Grant: OUSD Grant ID #R-20-16912	Funding Cycle Dates: July 15, 2020 – August 14, 2021
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Julie Mikuta, Co-President Charles and Lynn Schusterman Family Foundation P.O. Box 51 Tulsa, Oklahoma 74101-0051	Grant Amount for Full Funding Cycle: \$615,709.00
Funding Agency: Charles and Lynn Schusterman Family Foundation 110 W 7 th Street Tulsa, Oklahoma 74119	Grant Focus: To provide OUSD Curriculum and Engagement Plan Support for SY20-21.
List all School(s) or Department(s) to be Served: Academics and Instructional Innovation Department	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant will support OUSD in the process of selecting and preparing for implementation of a standard-based English Language Arts curriculum over the next 3 years. Grant funds will support a partnership with Leading Educators, a national educational organization specializing in curriculum-based professional learning systems with a track record of success in large urban districts such as Washington D.C. and Tulsa Public Schools. Services will include support with the curriculum selection process, community and stakeholder engagement, development of professional learning modules, and assessment of conditions and planning for multi-year curriculum implementation. The grant will also allow for professional development and coaching for teachers, coaches and administrators at the 19 schools piloting EL Education, the partial staffing of an ELA curriculum coordinator, and professional development stipend for teachers. These strategies will help OUSD select, implement, and train teachers to effectively use a quality curriculum to increase student achievement over the next 3 years.
How will this grant be evaluated for impact upon student achievement?	Grantee understands and agrees that CLSFF is making this Grant in order to help Grantee accomplish the following goals: <ol style="list-style-type: none"> a. Finalize a shared vision for (1) teacher-driven, content-specific professional learning, (2) the district and school conditions that enable that learning, and (3) the supports schools will need to be successful; b. 80% of teachers in pilot schools participate in professional learning, implement virtual instructional practices, and indicate positive satisfaction on survey results; c. EL pilot schools show positive DFS change as compared to non-pilot schools; and District-wide adoption of the EL curriculum.

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 5.56% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Yes or 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.)	Wesley Jacques, Executive Director Academics and Instructional Innovation Oakland Unified School District 1000 Broadway, Oakland, CA 94607 wesley.jacques@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
E.D., Academics and Instructional Innovation	Wesley Jacques		11/12/20
Chief Academic Officer	Sondra Aguilera		11/12/2020

Grant Office Obtained Approval Signatures:

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

**Terms of Grant
with
Charles and Lynn Schusterman Family Foundation**

***Oakland Unified School District - OUSD Curriculum and Engagement Plan Support for SY20-21 - Grant
#R-20-16912***

This Grant Agreement (the "Agreement") is made and entered into on July 15, 2020 (the "Effective Date"), between Oakland Unified School District ("Grantee") and the Charles and Lynn Schusterman Family Foundation ("CLSFF") whereby CLSFF agrees to award a grant to Grantee in the amount of up to \$615,709.00 U.S. Dollars (the "Grant"), subject to the following terms and conditions:

1. **Purpose.** This Grant shall be used solely to provide OUSD Curriculum and Engagement Plan Support for SY20-21 (the "Project") Grant ID #R-20-16912. CLSFF shall reference this Grant ID in its communications to Grantee. In no event shall the issuing and acceptance of this Grant, or the making of any payment anticipated by this Agreement, be construed as rendering CLSFF as a partner, agent, or representative of the Grantee generally or in connection with the Project. This Agreement shall not be construed to make CLSFF liable to materialmen, contractors, sub-contractors, employees or others for goods or services delivered or provided by them in relation to the Project.

2. **Goals.** Grantee understands and agrees that CLSFF is making this Grant in order to help Grantee accomplish the following goals:

- a. Finalize a shared vision for (1) teacher-driven, content-specific professional learning, (2) the district and school conditions that enable that learning, and (3) the supports schools will need to be successful;
- b. 80% of teachers in pilot schools participate in professional learning, implement virtual instructional practices, and indicate positive satisfaction on survey results;
- c. EL pilot schools show positive DFS change as compared to non-pilot schools; and
- d. District-wide adoption of the EL curriculum.

3. **Grant Term.** The term of this Agreement will commence on the Effective Date and terminate on August 14, 2021. This Grant will be regularly reviewed to assess progress towards the Goals above. If progress toward the Goals outlined in Section 2 is not adequately met, Grantee understands and agrees that CLSFF reserves the right to terminate this Agreement and discontinue disbursement of further Grant funds pursuant to Section 6 below. Grantee understands and agrees that the receipt of this Grant does not imply a commitment on behalf of CLSFF to continue funding beyond the terms outlined in this Agreement.

4. **Grant Amount.** The Grant shall be for up to \$615,709.00 U.S. Dollars.

5. **Check-Ins and Reporting.** In order to receive this Grant, Grantee agrees to participate in the following check-ins, and send the CLSFF reports as indicated below:

Report Due Date	Report Type
October 30, 2020	Check-in Call (Including Oral Budget Update)
December 15, 2020	Check-in Call (Including Oral Budget Update)
February 28, 2021	Check-in Call (Including Oral Budget Update)
March 15, 2021	Status Report
June 30, 2021	Check-in Call (Including Oral Budget Update)
July 15, 2021	Closing Report

Status Report and Closing Reports shall include a written summary of the current budget for the Project and detailed cash flow statements which demonstrate how Grant funds are being utilized. CLSFF reserves the right to request additional information for inclusion in these Reports; further descriptions of what to include are in the grant portal.

6. **Payment.** Grantee understands and agrees that:

a. CLSFF will pay the Grant as follows:

Payment Date	Amount	Contingencies
October 28, 2020	Up to \$315,709.00	
March 31, 2021	Up to \$300,000.00	Status Report due March 15, 2021 Check-in Call due February 28, 2021

b. CLSFF payments are subject to a satisfactory review of Required Documentation including budget and cash flow statements indicating expenditures sufficient to warrant full payment.

c. CLSFF may choose to pay all or some of this Grant from sources other than CLSFF itself, in which case our payments may be delayed by as much as two (2) weeks from the standards listed above. In the event Grantee does not receive payment of grant funds within fifteen (15) days of the anticipated due date, Grantee should contact CLSFF.

d. In order to receive payments, Grantee agrees to cooperate fully with any and all activities associated with evaluation and/or research projects that may be undertaken by a CLSFF-paid third-party evaluator and/or researcher, so long as CLSFF complies with all requirements of the District's Research, Assessment and Data Department, and is approved according to that Department's review and approval process. These activities and Grantee's responsibilities in their regard will be communicated to Grantee fully by a CLSFF employee in a timely and

appropriate fashion.

e. CLSFF may terminate this Agreement and withhold further disbursements of Grant funds in the event: (i) Grantee fails to timely provide CLSFF with adequate Required Documentation pursuant to Section 5, (ii) said Required Documentation indicates, in the sole but reasonable opinion of CLSFF, that adequate progress toward the goals outlined in Section 2 is not being achieved, or (iii) Grantee breaches any provision of this Agreement. Prior to such termination, CLSFF shall provide Grantee written notice of termination pursuant to this Section 6(e) and Grantee shall have fifteen (15) days to cure the relevant default hereunder.

f. CLSFF may immediately, without prior notice to Grantee, terminate this Agreement, withhold further disbursements of Grant funds, and/or pursue the return of Grant funds previously disbursed in the event: (i) Grantee breaches any of the warranties or representations in Section 14, 15 or 16, (ii) it is determined by CLSFF that the Grant funds have been used for purposes unrelated to the Project or (iii) Grantee materially breaches Section 13 below.

7. **Project Budget.** Grantee understands that the CLSFF is relying on the financial information and budget Grantee submitted in making the Grant.

8. **Key Leaders.** Grantee understands that the Grant is contingent upon the continued leadership of Grantee. Grantee understands that CLSFF reserves the right to revisit the terms of the Grant should there be a change in Grantee's leadership team (i.e., Superintendent or Chief).

9. **CLSFF Requests.** As set forth in Section 5 above, Grantee will respond promptly to all requests from CLSFF (or its agents) for reports on the manner in which the Grant has been expended and/or on the progress of the Project. Grantee agrees to keep CLSFF apprised on a timely basis of any significant changes that may occur in connection with the Project and to invite a CLSFF representative to observe and/or participate in such meetings about the Project as may be appropriate.

10. **Recognition of Grant.** All publicity, media outreach, press releases, and advertising concerning the specific terms of this Agreement, the Grant and/or CLSFF's involvement in the Project shall be subject to the prior written approval of CLSFF.

11. **Recognition of CLSFF.** Subject to Section 10 of this Agreement, Grantee agrees to acknowledge the support of CLSFF in publicity disseminated in connection with the Project and in a manner mutually acceptable to the CLSFF and Grantee. Grantee understands CLSFF discourages tangible "thank you" gifts (e.g., plaques, desk accessories, food items, etc.) and does not want Grantee to spend funds on such items.

12. **Web Site.** Grantee agrees to allow CLSFF to place a link to Grantee's web site, where available, and/or to provide relevant contact information on the CLSFF site so that readers might easily contact Grantee to learn more about the Project. Grantee also agrees to provide CLSFF with the appropriate URL or address. Grantee further agrees to place a link on Grantee's web site, directly to the CLSFF site at www.schusterman.org.

13. **Intellectual Property.** Grantee will retain all rights, including intellectual property rights, in and to final works resulting from the Project (the “Work Product”), and nothing in this Agreement will be deemed or interpreted to transfer ownership of any such rights to CLSFF. Nevertheless, to ensure that CLSFF’s grants have as broad an impact as possible, CLSFF requires Grantee to license Work Product through an open license. Accordingly, Grantee shall make Work Product available to the public in a readily accessible format (e.g., on Grantee’s public website) under the most recent version of the *Creative Commons Attribution license (CC BY)* as found at www.creativecommons.org or another similar form of license agreement as agreed upon by CLSFF. In addition, CLSFF acknowledges that Grantee retains the right to also make the Work Product available under other separate license terms, in its discretion.

14. **Grantee Approval and Status.** Grantee represents and warrants that (i) the signatures of representatives of Grantee’s board below indicate the Board’s approval of the acceptance of this Grant and the terms of this Agreement, (ii) Grantee is tax-exempt as a government instrumentality pursuant to section 170(c)(1) of the Internal Revenue Code; and (iii) Grantee is not a private foundation within the meaning of Section 509(a) of the Internal Revenue Code.

15. **Representations and Covenants.**

- a. Grantee hereby represents that it does not, and Grantee shall not during the term of this Agreement, either (i) promote or engage in violence, terrorism, bigotry, or the destruction of any state or (ii) make sub-grants to any entity that engages in these activities.
- b. Grantee hereby represents that it does not, and Grantee shall not during the term of this Agreement, either (i) support, endorse, or engage in policies or activities that are anti-Semitic or that question Israel's right to exist or the legitimacy of Israel as a secure, independent, democratic Jewish state or (ii) make sub-grants to any entity that engages in these activities.
- c. Grantee hereby represents that it does not, and Grantee shall not during the term of this Agreement, discriminate on the basis of race/ethnicity, color, national origin, citizenship, religion, sex/gender, gender identity or expression, sexual orientation, marital status, pregnancy, age, physical or mental disability, genetic information, veteran status, and any other legally protected classes.
- d. Grantee hereby represents that it does, and Grantee shall during the term of this Agreement, maintain a written policy for Equal Employment Opportunity without regard to race/ethnicity, color, religion, sex, national origin, age, disability, sexual orientation or sexual identity/expression.
- e. Grantee hereby represents that it does, and Grantee shall during the term of this Agreement, maintain a written policy against sexual harassment that includes training and a confidential reporting mechanism.

16. **Assignment.** Grantee shall not assign, or otherwise transfer, its rights or delegate any of its obligations under this Agreement without prior written approval of CLSFF, and any non-permitted assignment shall be void.

17. **Survival.** Sections 6(f), 9, 10, 11, 12, 13 and 14 shall survive termination of this Agreement.

18. **Notices.** All notices required hereunder shall be in writing and shall be sent to the respective addressees of the parties as follows:


Oakland Unified School District	Charles and Lynn Schusterman Family Foundation
1000 Broadway, Suite 300	P.O. Box 51
Oakland, CA 94607	Tulsa, Oklahoma 74101-0051
Attn: Wesley Jacques	Attn: Mark Lauer

A notice may be hand delivered or mailed, postage prepaid, by first class, registered or certified mail, return receipt requested. Any notice sent by mail shall be deemed to have been received on the third business day following the date of mailing.


19. **Miscellaneous.** This Agreement has been delivered and accepted in, and shall be a contract made under and shall be entered into and governed by the laws of the State of Oklahoma. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. The parties, by mutual agreement, may amend or modify this Agreement provided, however, no such amendment or modification shall be effective unless such amendment is set forth in writing duly executed by Grantee and CLSFF. This Agreement may be executed in multiple original counterparts, each of which constitutes the original agreement, and an executed counterpart delivered to each signatory as of the day and year first above written.


Oakland Unified School District

EXECUTIVE


By: 
Name: Wesley Jacques
Title: Executive Director
Date: 11-12-2020

BOARD REPRESENTATIVE

By: 
Name: Jody London
Title: President, BOE
Date: 12/10/2020


Kyla Trammell-Johnson,
Secretary, BOE

CLSFF

By: 
Name: Julie Mikuta
Title: Co-President, Charles and Lynn Schusterman Family Foundation
Date: 10/26/2020

Approved as to form by OUSD Staff Attorney
Joanna Powell on 10/26/2020.

