

File ID Number	15-1602
Introduction Date	10/14/15
Enactment Number	15-1570
Enactment Date	10/14/15
By	DA



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

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

To: Board of Education
From: Antwan Wilson, Superintendent
Subject: **District Submitting Grant Agreement**

ACTION REQUESTED:

Approval and acceptance by the Board of Education of the Grant Agreement between Oakland Unified School District and Walter & Elise Haas Fund: For the period December 16, 2014 to December 16, 2015. This Grant is funded by the Walter & Elise Haas Fund to infuse effective workplace skills into classroom learning as specified in this agreement, pursuant to the terms and conditions thereof, and to submit amendments for the grant year, if any.

BACKGROUND:

This grant will be used to support extensive teacher externships within industry. Pathway teaching teams will spend one week embedded in an industry setting related to their pathway theme. They will spend another week together writing curricula and developing integrated projects/tasks related to their externship experience. Students will thus experience real world relevant projects and gain skills that employers want and need in the current workplace.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
15-1602	Yes	Grant Agreement	Oakland Unified School District Post Secondary Readiness/Linked Learning	The grant will fund teacher externships and stipends	December 16, 2014 through December 16, 2015	Walter & Elise Haas Fund	\$25,000.00

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.

The total amount of grant will be provided to OUSD's Linked Learning Office from the funder.

- Grant valued at: \$25,000.00

RECOMMENDATION:

Approval and acceptance by the Board of Education of the Grant Agreement between Oakland Unified School District and Walter & Elise Haas Fund from December 16, 2014 through December 16, 2015.

ATTACHMENTS:

Grant Award Letter

Grant Face Sheet

Grant Agreement

OUSD Grants Management Face Sheet

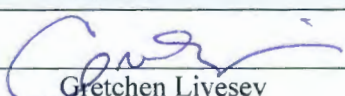
File ID # 15-1002

Title of Grant: Walter & Elise Haas Fund	Funding Cycle Dates: December 16, 2014 through December 16, 2015
Grant's Fiscal Agent: Oakland Unified School District	Grant Amount for Full Funding Cycle: \$25,000
Funding Agency: Walter & Elise Haas Fund	Grant Focus: Linked Learning

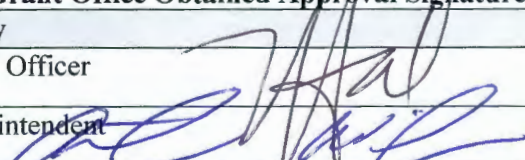

List all School(s) or Department(s) to be Served: All High Schools

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant will be used to support extensive teacher externships within industry. Pathway teaching teams will spend one week embedded in an industry setting related to their pathway theme. They will then spend another week together writing curricula and developing integrated projects / tasks related to their externship experience. Students will thus experience real world, relevant projects, and gain skills that employers want and need in the current workplace.
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 4.75% 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.)	Linked Learning instructional staff will observe and evaluate curricula and projects as they are taught, and will then participate in lesson studies along with teachers, to tune and revise curricula based on student feedback, and mastery of skills.
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 4.25% 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.)	Gretchen Livesey 2607 Myrtle Street, Room 104, Oakland, CA 94606 (510) 273-2373), Gretchen.livesey@ousd.k12.ca.us

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal			5/19/15
Department Head (e.g. for school day programs or for extended day and student support activities)	Gretchen Livesey		

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Superintendent	Antwan Wilson		8/31/2015

BW

WALTER & ELISE HAAS FUND

December 16, 2014

Superintendent Antwan Wilson
Oakland Unified School District
1000 Broadway, Suite 680
Oakland, CA 94607

RE: Agreement for Grant 20140602

Dear Superintendent Wilson:

On behalf of the Board of Directors of the Walter and Elise Haas Fund, I am pleased to inform you of the grant award of \$25,000 to the Oakland Unified School District to increase its high school pathway teachers' abilities to contextualize learning for their students by connecting theory and practice and infusing effective workplace skills into classroom learning. The grant period is December 16, 2014 to December 16, 2015. A year-end report is due no later than January 4, 2016.

This letter and its appendices constitute a legally binding agreement. It will be effective upon our receipt of an original of this letter and the *Agreement to Grant Objectives* (Appendix A), both signed by an authorized representative of your organization. We will arrange for payment of the \$25,000 upon receipt. Please keep a copy for your files.

Please read Appendix B, *Grant Terms and Conditions*, very carefully. Also take note of Appendix C, which contains *Annual Reporting Instructions*. The Fund will not consider grant renewals for grantees who fail to meet reporting requirements.

•

Trustees

Jennifer C. Haas, *President*

Elizabeth H. Eisenhardt • John D. Goldman • William S. Goldman • Peter E. Haas, Jr. • Walter J. Haas

Pamela H. David, *Executive Director*

Superintendent Antwan Wilson
December 16, 2014
Page Two

RE: Agreement for Grant 20140602

Please direct all future reports and correspondence to Susan Kagehiro. On behalf of the Fund's Board and staff, let me express how delighted we are to support this important work. We wish you every success.

Sincerely,

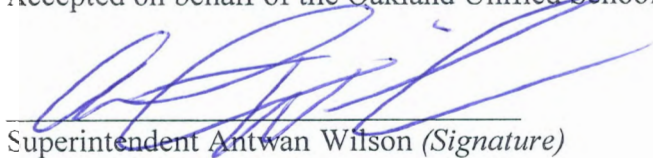


Pamela H. David
Executive Director

cc: **Gretchen Livesey**
Susan Kagehiro

Accepted on behalf of the Oakland Unified School District by:

B/W

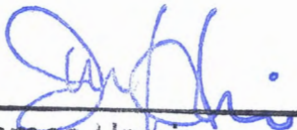


Superintendent Antwan Wilson (Signature)

8/31/2015
(Date)

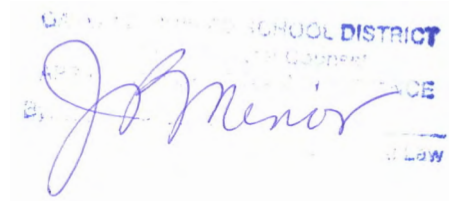
ANTWAN WILSON
Print Name

SUPERINTENDENT
Title



James Harris
President, Board of Education

- Appendix A: Agreement to Grant Objectives
- Appendix B: Grant Terms and Conditions
- Appendix C: Annual Report Instructions
- Appendix D: Approved Project Budget



OAKLAND UNIFIED SCHOOL DISTRICT
J. Menor
S. Law

AGREEMENT TO GRANT PURPOSE AND OBJECTIVES

OAKLAND UNIFIED SCHOOL DISTRICT

DECEMBER 16, 2014 THROUGH DECEMBER 16, 2015

This grant is awarded with the understanding that the entire amount will be expended to address the following agreed-upon purpose and objectives. While minor changes in plan are expected, if your organization wishes to modify these fundamental intentions of the project, you must seek prior written approval of the Walter and Elise Haas Fund.

Purpose: To increase OUSD high school pathway teachers' abilities to contextualize learning for their students by connecting theory and practice and infusing effective workplace skills into classroom learning

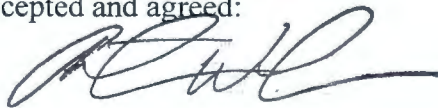
Steps you will take to achieve your results:

- Three teams of 3-4 teachers will participate in week-long externships with industry professionals related to their career pathway where they will be exposed to activities, skills, knowledge, programs, demands and standards of the industry
- After completing the externships, the teacher teams will develop curriculum that integrates knowledge from the externships (connects learning to real-world application), includes content that meets both academic and industry standards and rigor, and provides authentic work-based learning experiences for students
- Teachers will implement the curriculum that they developed within the 2015-16 school year

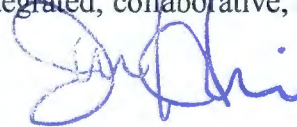
What will change as a result of your project:

- Teacher pathway teams will have a stronger connection and understanding of the career pathway and the industry expectations and standards and more readily contextualize learning for students through the use of the industry pathway
- Teacher teams will more effectively integrate core academics and career technical education
- Classroom learning will more reflect what happens in effective organizations where learning is on-going, contextualized, integrated, collaborative, and requires high levels of rigor and communication

Accepted and agreed:

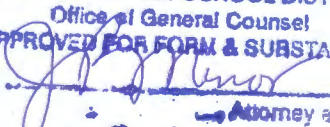


Superintendent Antwan Wilson
Oakland Unified School District



James Harris
President, Board of Education

RE: Agreement for Grant 20140602
December 16, 2014

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Attorney at Law

Walter and Elise Haas Fund Annual Reporting Instructions Education

If you have any questions with respect to completing your annual report, please contact your W&EHF Program Officer.

1. Identifying Information

Please reference your agency's name and grant number on the first page of your report. Also include the name of the person(s) writing this report and their complete contact information, including address, phone number and e-mail address.

2. Progress on Objectives

Please describe your progress towards achieving the process and outcome objectives outlined in your Agreement to Grant Purpose and Objectives. When possible, indicate how you are or have been measuring that progress. Please describe the key elements to your success, and feel free to attach any additional information or materials that reflect your accomplishments. If you have faced any specific obstacles or challenges in your work, please describe those as well.

3. Reflective Practice

Please describe the lessons you have learned over the course of this past year that you will take into account in your future work. Did you pursue different strategies and/or opportunities this past year than those originally intended? If, so, please describe them and the circumstances that led you to pursue them. Are there unanticipated results that occurred this past year that were not reflected in your Agreement to Grant Purpose and Objectives? If so, please describe.

4. Social Capital

The W&EHF is interested in understanding whether the cultivation of community connections and community engagement contributes to the success of the work of its grantees. To what extent has the work you have been undertaking with the funds provided by the W&EHF enabled parents, students, educators and other community members to make connections for the purpose of engaging in public education improvement? If this question is **not applicable** to your work, please indicate that as well.

5. Financial Report

Please refer to the enclosed Project Budget and provide an accounting of income and expenses compared with this budget. If any actual expense or revenue line item varies more than 10% from the original proposal, please provide a brief explanation.

6. Multi-Year Grants Only

Are there objectives that you originally anticipated that you now would like to revisit or refine? If so, please list them and explain how you would like to modify them. Are there new objectives that you would like to add to your list for the coming year? If so, how will you measure progress on these?

Grant Terms and Conditions

1. Use of Funds. Grantee shall use the grant funds only for the purposes of the specific project described in the attached award letter. Grantee shall repay to the Fund any portion of the grant funds which is not spent or committed for these purposes. Any significant changes in the purposes for which grant funds are spent must be approved in writing by the Fund before the funds are spent. Prior permission from the Fund is required for budget revisions of 10% or more for line items over \$1,000.
2. Reporting. To enable the Fund to evaluate the effectiveness of this grant, Grantee shall submit to the Fund a year-end report. As described in Appendix C: Annual Reporting Instructions, the report shall contain: (1) a description of the progress that Grantee has made toward achieving the purposes for which this grant was made; (2) a financial accounting of the expenditure of grant funds; and, if applicable, (3) copies of any publications resulting from the grant. Reports are due to the Fund 14 days after the end of the grant period. The Fund may also request additional reports at its discretion.
3. Financial Recordkeeping. Grantee shall maintain books to show or track the grant funds separately. All expenditures made in furtherance of the purposes of the grant shall be charged off against the grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall make these books and records available to the Fund at reasonable times for review and audit, and shall comply with all reasonable requests of the Fund for information and interviews regarding use of grant funds. Grantee shall keep copies of all relevant books and records and all reports to the Fund for at least four years after completion of the use of the grant funds.
4. Sub-grantees. Grantee shall retain full discretion and control over the selection of any sub-grantees to carry out the purposes of this grant and shall act completely independently of the Fund. The Fund and grantee acknowledge that there is no agreement, written or oral, by which the Fund may cause grantee to choose any particular sub-grantee. Grantee shall require any sub-grantees to comply with the applicable requirements of this grant agreement. All obligations of grantee shall remain in full force and effect.
5. Prohibited Uses. Unless otherwise noted in the award letter, grantee shall not use any portion of the funds granted¹:
 - a. To attempt to influence legislation, within the meaning of Section 4945(d)(1) of the Internal Revenue Code ("IRC"), as interpreted by its accompanying regulations;

¹ A number of organizations provide excellent advice and guidance on eligibility of non-profit advocacy efforts and other issues related to non-profit tax-exempt status. One of these, the Center for Lobbying in the Public Interest (www.clpi.org) has recently gotten important clarification from the IRS on lobbying and related activities; the IRS letter is posted on CLPI's web site.

- b. To influence the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, a voter registration drive within the meaning of IRC Section 4945(d)(2), as interpreted by its accompanying regulations;
 - c. To undertake an activity for any purpose other than a religious, charitable, scientific, literary, educational, or other purpose specified in IRC Section 170(c)(2)(b); or
 - d. To induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with IRC Section 501(c)(3).
6. Representation and Warranty Regarding Tax Status. By entering into this Agreement, grantee represents and warrants that grantee is exempt from federal income tax under IRC Section 501(c)(3) and that it is not a private foundation as defined in IRC Section 509(a). Such representation and warranty shall continue through the completion date of this grant.
 7. Notice. Grantee shall give the Fund immediate written notice of any change in Grantee's tax-exempt or public charity status. Grantee shall also give the Fund immediate written notice of any change in Grantee's executive staff, key staff responsible for achieving the grant purposes, or members of its governing body.
 8. Publications; License. Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements or procedures as the Fund may establish from time to time. Grantee gives to the Fund an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.
 9. No Agency. Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which any such product may be disseminated. The grant award letter shall not create any agency relationship, partnership, or joint venture between the parties, and grantee shall make no such representation to anyone.
 10. Further Assurances. Grantee acknowledges that it understands its obligations imposed by this grant award letter, including but not limited to those obligations imposed by reference to the IRC. Grantee agrees that if grantee has any doubts about its obligations under this contract, including those incorporated by reference to the IRC, grantee will promptly contact the Fund or legal counsel.
 11. No pledge. Neither this contract nor any other statement, oral or written, nor the making of any combination or grant to Grantee, shall be interpreted to create any pledge or any commitment by Fund or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other project. The Grant contemplated by this agreement shall be a separate and independent transaction from any other transaction between the Fund and Grantee or any other entity.

12. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Fund, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the Grant, in expending or applying the grant funds or in carrying out any project or program to be supported by the Grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of the Fund, its officers, directors, employees or agents.
13. Remedies. If the Fund determines, in its sole discretion, that grantee has substantially violated or failed to carry out any provision of this contract, including but not limited to failure to submit reports when due, the Fund may, in addition to any other legal remedies it may have, refuse to make any further grant payments to grantee under this or any other grant agreement, and the Fund demand the return of all or part of the unexpended grant funds, which grantee shall immediately repay to the Fund. The Fund may also avail itself of any other remedies available by law.
14. Entire Agreement. The award letter and accompanying documents supersede any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This agreement may not be amended or modified, except in writing signed by both parties.
15. Governing Law. This Agreement shall be governed by the laws of the State of California applicable to contracts to be performed entirely within the State.