

File ID Number	17-2637
Introduction Date	1/10/18
Enactment Number	18-0110
Enactment Date	1-10-18
By	



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

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

To: Board of Education
 From: Kyla Johnson-Trammell, Superintendent
 Sondra Aguilera, Senior Deputy Chief
 Subject: District Accepting Grant Award

ACTION REQUESTED:

Acceptance by the Board of Education of Grant Award from Walter and Elise Haas Fund, San Francisco, CA, in the amount of \$100,000.00 (Second Year), to support professional development for teachers of District's Newcomer English Learners, as described in initial grant application, pursuant to the terms and conditions thereof, if any, for the period of November 15, 2017 through November 15, 2018, via the English Language Learner and Multilingual Achievement Office.

BACKGROUND:

Grant Award for OUSD schools for the 2016-2018 fiscal years were submitted for funding as indicated in the chart below. The Grant Face Sheet and Grant Award letter are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
17-2637	Yes	Grant	English Language Learner & Multilingual Achievement (ELLMA) Office	Professional Development and Teacher Retention activities for teachers of Newcomer ELLs	November 15, 2017 through November 15, 2018	Walker and Elise Haas Fund	\$100,000.00

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 award letter 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: \$100,000.00

RECOMMENDATION:

Acceptance by the Board of Education of Grant Award from Walter and Elise Haas Fund, San Francisco, CA, in the amount of \$100,000.00 (Second Year), to support professional development for teachers of District's Newcomer English Learners, as described in initial grant application, pursuant to the terms and conditions thereof, if any, for the period of November 15, 2017 through November 15, 2018, via the English Language Learner and Multilingual Achievement Office.

ATTACHMENTS: Grant FaceSheet, Grant Award Letter, Agreement to Grant Purpose and Objectives, Grant Narrative & Budget

OUSD Grants Management Facesheet

Title of Grant: Newcomer Teacher Development Retention	Funding Cycle Dates: 11/15/2017-11/15/2018
Grant's Fiscal Agent: Susan Kagehiro, Susan@haassr.org 1 Lombard Str #305, San Francisco, CA 94111	Grant Amount for Full Funding Cycle: \$100,000.00
Funding Agency: Walter and Elisa Haas Fund	Grant Focus: Newcomer English Learners
List all School(s) or Department(s) to be Served: English Language Learner and Multilingual Achievement Office, Site 954	

Information Needed	
How will this grant contribute to sustained student achievement or academic standards?	Developing and retaining teachers of newcomers is essential to fostering the achievement of this rapidly growing student group.
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.)	All professional learning activities associated with the grant will be subject to pre and post evaluations in order to assess impact on educators participating. Teacher retention will be monitored through tracking of teachers returning or leaving OUSD between 2016-2017 and 2017-2018 school years as well as between 2017-2018 and 2018-2019 school years.
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.)	Nicole Knight, Executive Director, English Language Learner and Multilingual Achievement (ELLMA) nicole.knight@ousd.org, 5 10-879-1123 1000 Broadway, Suite 398, Oakland, CA 94607

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal			
Department Head (e.g. for school day programs or for extended day and student support activities)	Nicole Knight		

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Superintendent	Kyla Johnson-Trammell		

WALTER & ELISE HAAS FUND

December 11, 2017

Superintendent Kyla Johnson-Trammell
Oakland Unified School District
1000 Broadway, Suite 680
Oakland, California 94607

RE: Agreement for Grant WEHF-20160965

Dear Superintendent Trammell:

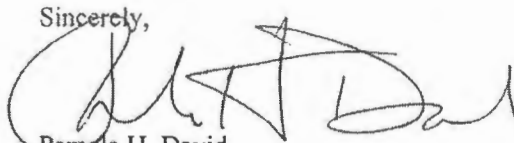
On behalf of the Board of Directors of the Walter and Elise Haas Fund, I am pleased to inform you of a second-year grant award of \$100,000 to Oakland Unified School District for Professional development for teachers of newcomer students. The grant period is November 15, 2017 to November 15, 2018. A report will be due on November 29, 2018.

This letter and its appendices constitute a legally binding agreement. It will be effective upon our receipt 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 \$100,000 upon receipt. Please keep a copy for your files.

Please read Appendix B, *Grant Terms and Conditions*, very carefully, including reporting requirements.

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: Nicole Knight
Susan Kagehiro 

Trustees

Peter E. Haas, Jr., *President*

Elizabeth H. Eisenhardt • Daniel Goldman • John D. Goldman • Jennifer C. Haas • Charlotte Haas Prime

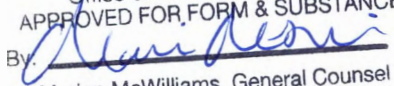
Pamela H. David, *Executive Director*

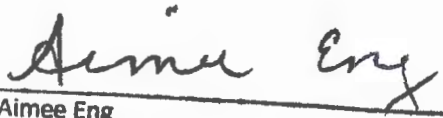
Accepted on behalf of Oakland Unified School District: (Subject to Board Approval)

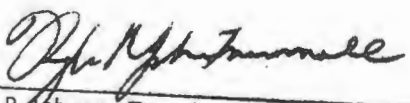

Superintendent Kyla Johnson-Trammell

Date: 12/21/17

- Appendix A: Agreement to Grant Objectives
- Appendix B: Grant Terms and Conditions
- Appendix C: Annual Reporting Instructions

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Marion McWilliams, General Counsel


Aimee Eng
President, Board of Education


Kyla R. Johnson-Trammell
Secretary, Board of Education

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APPENDIX A: AGREEMENT TO GRANT PURPOSE AND OBJECTIVES

OAKLAND UNIFIED SCHOOL DISTRICT NOVEMBER 15, 2017 THROUGH NOVEMBER 15, 2018

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: Professional development for teachers of newcomer students

Steps you will take to achieve your results:

Goal One: To strengthen the instructional practice of newcomer teachers, we will:

- Provide foundational learning experiences for teachers of newcomers (GLAD for elementary, ALLAS for secondary) to equip new teachers with necessary practices and to deepen skill set of experienced teachers.
- Provide differentiated inquiry experiences for teachers at different grade levels and content areas to develop problems of practice and explore ways to improve related student outcomes.
- Facilitate ongoing professional learning for teachers and other educators around the non-instructional and social-emotional needs of newcomers to build capacity to address the needs of the whole child.

Goal Two: To improve the retention rates of newcomer teachers, we will:

- Formalize newcomer teacher leadership opportunities, both within the foundational and inquiry professional learning components as well as through the establishment of lab classrooms.
- Provide ongoing teacher self-care and wellness activities to address vicarious trauma and other stressors that impede newcomer teacher retention.
- Expand the development of curricular materials for newcomer students to address the ongoing lack of materials that contribute to teacher turnover.

What will change as a result of your project:

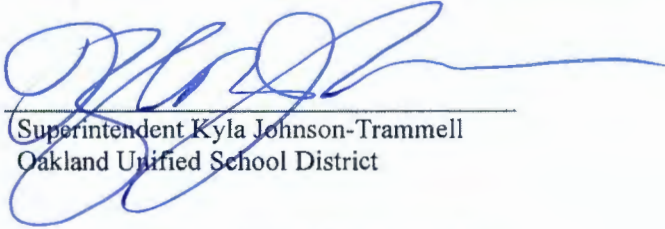
Goal 1:

- 30% of elementary teachers of high-newcomer count schools will be trained in the foundational PD, GLAD.
- 90% of secondary newcomer teachers will be trained in the foundational PD, ALLAS.
- 50 teachers will engage in deep inquiry resulting in deeper understanding of their students and in a shift in practice as measured by observations and self-assessment on OUSD's ELL Review focal indicators.

Goal 2:


- A 10% increase in newcomer teacher retention rates and rates that surpass that of overall teacher retention rates.
- Newcomer teachers report that they feel supported and have avenues to address vicarious trauma and related stress.
- Efficacy of self-care practices as measured by tool developed by Plus fellow.

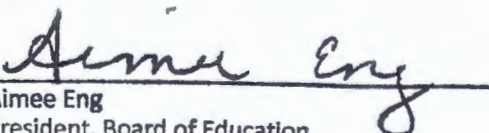
Accepted and agreed: (Subject to Board Approval)



Superintendent Kyla Johnson-Trammell
Oakland Unified School District

RE: Agreement for Grant WEHF-20160965
December 11, 2017

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Marion McWilliams, General Counsel


Aimee Eng
President, Board of Education

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APPENDIX B: 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 grant report. 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 at the conclusion 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;
 - 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;

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.

- 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 may 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.

APPENDIX C: ANNUAL REPORTING INSTRUCTIONS (EDUCATION)

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

Where to Submit the Annual Report

Please submit the annual report through the grantee portal at <https://haassr.fluxx.io> . If you have any technical difficulties, contact grantsmanager@haassr.org .

1. 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.

2. 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.

3. 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.

4. Financial Report

Please refer to the approved project budget and provide a comparison accounting of income and expenses. If any actual expense or revenue line item varies more than 10% from the original proposal, please provide a brief explanation.

5. 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?