

File ID Number	23-1325
Introduction Date	6/7/23
Enactment Number	23-1129
Enactment Date	6/7/2023
By	OS



OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

June 7, 2023

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Vanessa Sifuentes, High School Network Superintendent
Vinh Trinh, Manager, Master Scheduling and Comprehensive Student Supports

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

ACTION REQUESTED:

Approval by the Board of Education of a Grant Agreement from the Stupski Foundation in the amount of \$1,300,000.00, to support community-based organization coordination and college advising professional development within the Oakland Unified School District via the High School Linked Learning Office, for the period of March 1, 2023 through February 29, 2028, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant agreement for OUSD schools for the 2023-2028 fiscal year was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
23-1325	Yes	Grant	Oakland Unified School District High School Linked Learning Office to serve all OUSD High Schools.	Grant to support community-based organization coordination and college advising professional development within OUSD; support OUSD and the High School Linked Learning Office to deliver and/or enhance academic, financial and career advising offered in high schools in OUSD to maximize student financial aid, reduce postsecondary undermatching and increase postsecondary and career success.	March 1, 2023 - February 29, 2028	Stupski Foundation	\$1,300,000.00

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: \$1,300,000.00

RECOMMENDATION:

Approval by the Board of Education of a Grant Agreement for OUSD High Schools via the High School Linked Learning Office for fiscal year 2023-2028, pursuant to the terms and conditions thereof, for the grant year, if any.

ATTACHMENTS:

Grant Face Sheet
Grant Agreement

Approved as to form:

Roxanne M. De La Rocha
OUSD Staff Attorney

04/26/2023
Date

OUSD Grants Management Face Sheet

Title of Grant: Stupski Foundation: Postsecondary Success	Funding Cycle Dates: 07-01-2023 to 06-30-2028
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Stupski Foundation Attn: Jennifer Nguyen, Director and Daniel Oviedo, Grants Associate 90 New Montgomery Street, Suite 1100 San Francisco, CA 94105 daniel@stupski.org jennifer@stupski.org 415-655-4404	Grant Amount for Full Funding Cycle: \$1,300,000.00
Funding Agency: Stupski Foundation	Grant Focus: Postsecondary Access and Success
List all School(s) or Department(s) to be Served: High School Linked Learning Office	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Grant will help us improve postsecondary outcomes for our first-generation, low-income students, with specific emphasis on our Local Control and Accountability Populations (LCAP). LCAP students

	include: African American, Latinx, Foster Youths, Unhoused Youths, Pacific Islander, English Language Learner, and Special Education students.
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 4.22% 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.)	We have data points that we have identified and shared in the RFP: cohort graduation rate, students meeting A-G, college matriculation rates, FAFSA completion and submission, college application submissions and applications, continue to foster our partnerships with CBOs serving in our high schools
Does the grant require any resources from the school(s) or district? If so, describe.	Grant will pay for two staff members in HSLLO to continue our postsecondary access work
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 4.22% for all OUSD site services in the grant’s budget for administrative support, evaluation data, or indirect services.)	Services are supported by an OUSD funded grant
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.)	Name/Title: Vinh Trinh, Manager, HSLLO Site: 928 (Suite 450) Address: 1000 Broadway Oakland CA Phone: 415-939-2933 Email: vinh.trinh@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
HS Network Superintendent	Vanessa SiFuentes		5/3/23
Chief Academic Officer	Sondra Aguilera		5/5/2023

Grant Office Obtained Approval Signatures:

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



Oakland Unified School District Grant Agreement

Grantee Partner: Oakland Unified School District

Total Grant Awarded: \$1,300,000

Payment:	Upon finalization of grant agreement	\$260,000
	By January 31, 2024	\$260,000
	By January 31, 2025	\$260,000
	By January 31, 2026	\$260,000
	By January 31, 2027	\$260,000

Grant Term: March 1, 2023 to February 29, 2028

Purpose of Grant: To support efforts to develop collaborative systems, professional development opportunities, and spaces among college and career access organizations to serve all students in Oakland Unified School District high schools.

and as further described in your grant request dated February 28, 2023

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

BECAUSE CHANGE CAN’T WAIT

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 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 the 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 rights, 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 at 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 **March 1, 2028**.

- 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

5/3/2023

Date

 Vanessa Sifuentes

Signature for Oakland Unified School District

Vanessa Sifuentes

Print Name

5/3/2023

Date

If you have questions, please reach out to Daniel Oviedo, grants associate at daniel@stupski.org



6/8/2023

Mike Hutchinson, President, BOE



6/8/2023

Kyla Johnson-Trammell, Superintendent & Secretary, BOE

Learning Approach

To ensure we are engaged in this work in partnership and learning together, the foundation’s approach combines verbal touchpoints with a written report and discussion at the end.

Annual Touchpoint. A Foundation team member will reach out to schedule a verbal touchpoint every July over the grant period focused on learning more about your organization’s work and discussing key opportunities and barriers you see in the larger field. Topics for discussion typically include the following:

1. What is your institution learning? Do you need to shift the work in any way as a result of what you are learning?
2. Is any additional assistance required to reach your institutional milestones successfully? How could the Stupski Foundation be helpful? For reference, we are referring to pages 2 to 8 (“Implementation Plan”) in your proposal.
3. Is there any additional assistance required to reach your desired institutional goals? For reference, we have included some of the goals in your original proposal below.

Activity	Metric ¹	Your Goals/Outcomes
Scaling & Deepening College Access	<ul style="list-style-type: none"> ● <i># of high schools served</i> ● <i># of students served 1:1</i> ● <i># of workshops & workshop participants</i> ● <i># of trainings</i> ● <i>College application submission rates</i> ● <i>Financial aid submission rates</i> 	<ul style="list-style-type: none"> ● 17 high schools served ● 85%+ of LCAP seniors tagged to lead provider ● 80%+ of LCAP seniors apply to one or more postsecondary programs ● 80%+ of LCAP seniors complete financial aid by the Cal Grant deadline (March 2)
Scaling College Success	<ul style="list-style-type: none"> ● <i># of community college students served</i> ● <i># of 4-year students served</i> ● <i>Matriculation rates</i> 	<ul style="list-style-type: none"> ● Increase transition specialist 13th year cohort from 100 to 150 ● Improve matriculation rates from 2021 (30.9% 4 year, 22% 2 year) to 35% for both 2 and 4 year programs

¹ Where possible, please disaggregate the data by race/ethnicity.

		<ul style="list-style-type: none"> ● Summer Melt: Coordinate with CBO's to identify and equitably triage graduates to summer support providers, with shared spaces for partners to collaborate on 2 and 4 year transition planning
<p>Deepening School/Community Partner Collaboration</p>	<ul style="list-style-type: none"> ● <i># of check-ins with district partners</i> ● <i># of collaborative events & participants</i> ● <i>School partnership survey results</i> ● <i># of collaborative PD opportunities</i> ● <i>Revised MOU agreements to include partnership commitments (e.g. district scheduled check-ins, additional data & staff resources, etc.)</i> ● <i>Development of trust-based systems and processes</i> 	<ul style="list-style-type: none"> ● College and Career Collaborative held 5 times per year ● Monthly Partners meetings in addition to semi-monthly drop-in hours ● Revised Data Sharing Agreement/Memorandum of Understanding agreements to include partnership commitments (e.g. district scheduled check-ins, sharing of data & staff resources, participation in collaboratives, and increased support and advising for our focal students, as identified in OUSD's LCAP Plan) ● Development of trust-based systems and processes, such as co-planning of college and career advising events, sharing data in a timely manner, continued and transparent communication, and spaces for district and partners to identify barriers in our work, as well as celebrate successes ● Creation of an OUSD district portal that will house existing postsecondary tools

		and resources so that they are readily available to all schools and our community partners; and work to include our partners' tools and resources
Amplifying Student Voice	<ul style="list-style-type: none"> • <i>Student satisfaction survey data</i> 	<ul style="list-style-type: none"> • Increase student completion of senior survey from 57% of graduates (2022) to 85% of graduates. • Improve staff and partner access/turnaround time for senior survey by pulling key fields into post secondary trackers and publishing results on OUSD's Data Dashboard.

Annual Touchpoint Preparation.

In preparation for the annual discussions, please share a *brief* email update answering the questions above for the most recent grant period. We suggest spending no more than 30 minutes on the email update. You are also welcome to share reports written for other funders relevant to this initiative and its outcomes in lieu of the email update. Please share the updates one week before the touchpoint (once scheduled).

Final Report and Discussion. Please share a one page final grant report by **March 1, 2028**. 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 organizational milestones achieved for this grant. What were some significant challenges you encountered and lessons you learned?
2. What are your organizational hopes and goals beyond the end of this grant?

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

Questions regarding reporting? Please contact Daniel Oviedo, grants associate at daniel@stupski.org