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Introduction Date	11-4-15
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Enactment Date	11/4/15
By	AS



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 Proposal

ACTION REQUESTED:

Approval and support by the Board of Education of District applicant submitting grant proposal for OUSD schools for fiscal year 2015-16 to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

BACKGROUND:

Grant proposal for OUSD schools for the 2015-16 fiscal year were 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
	Yes	Grant	Oakland Unified School District	To support the English Language Learner and Multilingual Achievement Office	July 1, 2015 - June 30, 2016	Stuart Foundation / Teaching Channel	\$55,833.00

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: \$55,833.00

RECOMMENDATION:

Approval and support by the Board of Education of District applicant submitting a grant proposal for OUSD schools for fiscal year to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

ATTACHMENTS:

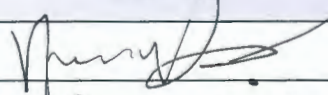

Grant Face Sheet, Grant Agreement and Budget, Scope of Work, Teaching Channel Agreement

OUSD Grants Management Facesheet

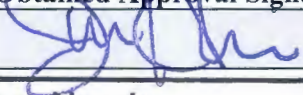
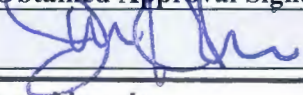
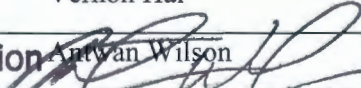
Title of Grant: Expand technology-enabled professional learning for Oakland Unified School District teachers.	Funding Cycle Dates: July 1, 2015-June 30, 2016
Grant's Fiscal Agent: Teaching Channel Thomas Vogl 2201 Broadway Suite 400, Oakland, CA 94612 tvogl@teachingchannel.org	Grant Amount for Full Funding Cycle: \$55,833.00.
Funding Agency: Stuart Foundation	Grant Focus: Online professional development for teachers using Teaching Channel platform to support OUSD instructional initiatives.
List all School(s) or Department(s) to be Served: English Language Learner and Multilingual Achievement Office	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Grant funds will support 15 team leaders leading PLCs supporting 300 teachers in building their capacity to support diverse language learners in attaining proficiency with the Common Core State Standards.
How will this grant be evaluated for impact upon student achievement?	RAD and ELLMA will design and implement the evaluation of the project. The evaluation will include both quantitative and qualitative assessments of the impact of the professional learning on teacher practice.
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?	No.
Will the proposed program take students out of the classroom for any portion of the school day?	No.
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Nicole Knight 1000 Broadway, Suite 398 Oakland, CA 94612 nicole.knight@ousd.org (510) 551-8945

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Department Head	Nicole Knight		9/24/2015
Chief Academic Officer	Devin Dillon		

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Superintendent	James Harris		
President, Board of Education	Antwan Wilson		



CONSULTING AGREEMENT

[OAKLAND UNIFIED SCHOOL DISTRICT]

This Consulting Agreement ("*Agreement*") is entered into and effective as of 6/01/2015 (the "*Effective Date*") by and between Oakland Unified School District ("*Consultant*"), whose principal office is located at 1000 Broadway, Suite 680, Oakland, CA 94607, and Teaching Channel ("*Tch*"), having its principal office at 2201 Broadway Suite 400, Oakland, CA 94612.

The purpose of this Agreement is to set forth the terms and conditions under which Consultant will perform consulting services described in this Agreement and the Statement of Work (the "*Services*") for Tch.

A. Consulting Services

1. Tch agrees to retain the services of Consultant, and Consultant agrees to act as a consultant to Tch, from 06/01/2015 to 7/31/2016, unless Consultant's engagement is sooner terminated as provided in Section E or is extended by written agreement of the parties (the "*Contract Period*"), pursuant to the terms and conditions contained in this Agreement.
2. Consultant agrees to perform the Services for Tch as agreed by Consultant and Tch from time to time during Contract Period, which will be set forth in one or more Statements of Work signed by Consultant and Tch. The initial Statement of Work is attached hereto and incorporated herein by this reference.
3. Consultant agrees to (i) use Consultant's best efforts in rendering the Services, (ii) perform the Services in a professional manner, (iii) meet schedules established in Statement of Work, (iv) promptly notify Tch if it will not be able to comply with any provision of a Statement of Work, (v) prepare and submit to Tch periodic written reports as reasonably requested by Tch with respect to the Services pursuant to a Statement of Work, and (vi) promptly communicate and disclose to Tch all information obtained by Consultant in the course of performing the Services relating to the business of Tch and the project(s) for which Consultant was engaged. Consultant's principal contact at Tch will be set forth in a Statement of Work.
4. Tch agrees to provide Consultant with information, documentation, statements and credentials reasonably available to Tch that may assist Consultant in performing Consultant's the Services. Tch agrees to use reasonable efforts to provide prompt replies on matters, either of technical or commercial nature, that Consultant may need to perform the Services.
5. Consultant will perform the Services under the general direction of Tch, but Consultant will determine the manner and means by which the Services are accomplished provided they must comply with applicable law and this Agreement. Consultant is responsible for furnishing, at Consultant's own expense, all work space, equipment and materials that Consultant needs to perform the Services.
6. Consultant acknowledges that (i) Consultant's relationship with Tch is that of an independent contractor, (ii) Consultant's services will be utilized by Tch on an as-needed basis (except as otherwise provided in a Statement of Work), and (iii) Tch has no continuing obligation to use Consultant's Services. Nothing in this Agreement will be construed to create a partnership, joint venture, or employer-employee relationship between Consultant and Tch.
7. Consultant is not an agent of Tch and is not authorized to make any representation, contract, or commitment on behalf of Tch, unless specifically requested or authorized to do so in writing by Tch.

B. Compensation

1. The rate of compensation to be paid to Consultant will be as set out in each Statement of Work.
2. Consultant will report time spent on the Services associated with a Statement of Work and invoice Tch for the Services at a frequency specified in the Statement of Work.
3. Consultant acknowledges that Tch will not withhold any federal income tax, state income tax, social security tax, or state disability insurance tax from the amounts to be paid to Consultant under this Agreement. Consultant further acknowledges that Tch will not pay any social security tax or federal or state unemployment tax on Consultant's behalf, and will not cover Consultant under any worker's compensation insurance, unemployment insurance, retirement plan, health care plan, disability or life insurance plan or any other benefit plan that may be available to Tch's employees. Consultant will indemnify and hold harmless Tch from any obligation to pay any such taxes or similar charges including any interest or penalties, in connection with any payments made to Consultant.
4. Consultant is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Tch for the Services. On request, Consultant will provide Tch with proof of timely payment of such taxes. Tch agrees to provide to Consultant a Form 1099-Misc covering payments for the Services in January following each calendar year in which Consultant receives compensation from Tch.

C. Confidentiality

1. Consultant understands that in performing the Services, Consultant will have access to and/or may be involved in developing confidential, non-public or proprietary information belonging to Tch, including, but not limited to, technical and non-technical information, whether in oral, written, graphic, electronic, machine-readable, tangible or intangible form, relating to Tch's business plan and model, and/or to current, future, or proposed products, services or other business activities of Tch, its suppliers and/or licensors, including, but not limited to, trade secrets, knowledge, formulas, design details and specifications, engineering, sources of supply, processes, production and manufacturing methods and secrets, merchandising methods and trade information, computer code (source code and object code), hardware configurations, algorithms, inventions, patent applications, know-how, products, equipment, computer programs, customer lists, agreements with third parties, forms, price lists, financial statements, business forecasts and projections, marketing and business plans, information relating to customers, potential customers, and other information regarding the financial or business affairs of Tch, its suppliers and/or licensors (collectively, the "*Confidential Information*").
2. At all times during and after the Contract Period, Consultant agrees not to use, except for the benefit of Tch and in connection with the Services, or to disclose to any person, firm, corporation or other entity without written authorization from Tch, any Confidential Information. Immediately at the end of the Contract Period, Consultant agrees to deliver to Tch (and not to keep in Consultant's possession, copy, recreate or deliver to anyone else) all Confidential Information in any medium, including all copies thereof.

D. Ownership

1. Consultant represents and warrants that: (i) Consultant is free to enter into this Agreement; (ii) the services and work product Consultant provides under any Statement of Work will be original; (iii) no portion of any Services or Work Product (defined below) Consultant provides under a Statement of Work, or the use or distribution of such Services or Work Product by Tch or by a client, licensee, customer or otherwise of Tch, will violate or be prohibited by any right, title or interest of any kind of any third party; and (iv) Consultant is not, and will not be, bound by any employment or consulting agreement or restrictions or obligations which would interfere or be inconsistent with the Services Consultant furnishes hereunder or Consultant's disclosure or use of any ideas, processes, designs, data,

or other information in performing the Services hereunder. Consultant agrees to indemnify, defend and hold Tch and its directors, officers, employees, agents and assigns (each an “*Indemnified Party*”) harmless from all claims, demands, liabilities, costs and expenses, including, but not limited to reasonable attorneys’ fees, that a Indemnified Party may incur as a result of a breach by Consultant of any representation or agreement contained in this Agreement, including, but not limited to, a breach or alleged breach by Consultant of any confidentiality or other agreement with anyone other than Tch. Consultant will also indemnify, defend and hold the Indemnified Parties harmless from damages or obligations incurred by reason of conduct of Consultant while performing the Services.

2. All Services and the results of the Services, including new ideas, original designs and other value created by Consultant for Tch hereunder, including all intellectual property rights therein are referred to as “*Work Product*”. Consultant hereby assigns to Tch all of Consultant’s right, title and interest in and to the Work Product, including, but not limited to, all rights arising out of U.S. patent law and U.S. copyright law, or any foreign equivalent of either, and including any registration, application, extension, reversion, or resurrection. All Work Product produced during the Contract Period are compensated by amounts paid to Consultant under this Agreement and are Tch’s sole property

3. To the extent that the above provisions do not provide Tch with full right, title, and interest in and to the Work Product, Consultant hereby grants to Tch a perpetual, irrevocable, fully-paid, royalty-free, worldwide exclusive license to reproduce, create derivative works from, distribute, publicly display, publicly perform, make, have made, offer for sale, sell or otherwise dispose of, import and use the Work Product, with the right to sublicense each and every such right.

4. Consultant agrees to assist Tch, at Tch’s expense, in every proper way to secure Tch’s rights in the Work Product and any copyrights, patents, or other intellectual property rights relating thereto, including the execution of all applications, assignments and other instruments that Tch may reasonably request to apply for, obtain, maintain and/or transfer such rights and/or to assign and convey to Tch the sole and exclusive rights, title and interest in and to such Work Product, and any copyrights, patents, or other intellectual property rights relating thereto.

E. Termination

1. If either party breaches any of its obligations under this Agreement or any Statement of Work (the “*Breaching Party*”), the non-Breaching Party may terminate Consultant’s engagement by giving written notice to the Breaching Party, provided that such breach is not cured within ten (10) days following notice of such breach.

2. Tch may terminate this Agreement or one or more Statement(s) of Work at any time with or without cause upon notice to Consultant. In such event, Tch will pay Consultant, however, for work actually performed in compliance with this Agreement and the applicable Statement of Work before the date of the notice.

3. Consultant agrees to promptly deliver all Tch’s property, including all Work Product, and all copies thereof in Consultant’s possession to Tch at any time upon Tch’s request. Upon termination of this Agreement for any reason or in any manner, Consultant agrees to promptly deliver to Tch all such documents, together with any other of Tch’s property in Consultant’s possession, , including all Work Product, except as Tch may, by prior written approval, allow Consultant to retain.

F. General Provisions

1. Any notice required or permitted to be given hereunder will be in writing and may be given by personal delivery (including delivery by messenger or by overnight courier service), by certified mail, postage prepaid, return receipt requested, by fax or by email, addressed to the recipient’s address set forth on the first page. Either party may, by notice to the other, specify a different address or fax number for notice purposes. Notice will be effective upon receipt or refusal of delivery by the

intended recipient, as evidenced by the records of the messenger, delivery service or the U.S. Postal Service, by mechanical confirmation of successful facsimile transmission or by written confirmation from the recipient in the same mode (e.g., email) as notice was given to such recipient.

2. If there is a dispute or disagreement arising out of or relating to this Agreement (a "*Dispute*"), the parties will attempt to resolve the Dispute by good faith negotiation before resorting to arbitration. If the parties are unable to resolve a Dispute by good faith negotiation, the Dispute will be determined by final and binding arbitration in San Francisco, California, before a sole arbitrator, in accordance with the law of the State of California applicable to agreements made and to be performed in that State, excluding those laws that direct the application of the laws of another jurisdiction. A Dispute will not be resolved in any other forum or venue. The arbitration will be administered by Judicial Arbitration and Mediation Services ("*JAMS*"), or its successor, and its rules will govern the proceedings (except as otherwise expressly provided herein). Any party may commence the arbitration process called for in this Section F.2 by filing a written demand for arbitration with JAMS, with a copy to all other parties involved in the Dispute. Judgment may be entered on any award granted in any such arbitration in any court of competent jurisdiction in San Francisco, or in any other court having jurisdiction. At the request of any party, the arbitrator, attorneys, parties to the arbitration, witnesses, experts, court reporters, or other persons present at the arbitration will agree in writing to maintain the strict confidentiality of the arbitration proceedings. The arbitrator will prepare in writing and provide to the parties an award including factual findings and legal reasons on which the award is based. No punitive damages may be awarded. The arbitrator will be instructed to include in the award an allocation of all the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party, against the party who did not prevail. Notwithstanding the foregoing, a party may apply to a court of competent jurisdiction for relief in the form of a temporary restraining order or preliminary injunction, or other provisional remedy pending final determination of a Dispute through arbitration in accordance with this Section F.2. Further, any monetary claim or demand arising under or related to this Agreement that does not exceed \$5,000 will be submitted to the jurisdiction of the small claims court.

3. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. If the terms of Section F.2 (regarding arbitration) are held invalid or are found to not apply to a particular Dispute, all litigation arising from this Agreement will be heard and determined either in the courts of the United States located in San Francisco, California or in the courts of the State of California located in San Francisco. In such case, the prevailing party will be entitled to recover, as part of its damages, its reasonable legal costs and expenses, including attorneys' fees, for bringing and maintaining any such action.

4. The following provisions will survive termination or expiration of this Agreement and the end of Consultant's engagement: A.6., A.7., B.3., B.4., C, D, E.3., and F.

5. This Agreement is not assignable in whole or in part by Consultant without the prior written consent of Tch. Tch may assign this Agreement without the prior written consent of Consultant; provided, however, that the assignee assumes Tch's obligations hereunder.

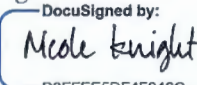
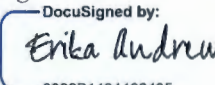
6. No failure by either party hereto to exercise and no delay in exercising any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right hereunder by either party preclude any other or future exercise of that right or any other right hereunder by that party.

7. This Agreement, including all Statements of Work, constitutes the complete and exclusive agreement between the parties with respect to the subject matter of this Agreement. This Agreement may not be amended, terminated or superseded except by an agreement in writing between the parties. This Agreement supersedes all previous agreements between Consultant and Tch whether oral or in writing relating to this subject matter.

8. It is intended that each section of this Agreement be viewed as separate and divisible, and in the event that any section, or part thereof, is held to be invalid, the remaining sections, and parts thereof, will continue in full force and effect.

9. This Agreement may be executed in one or more counterparts, each of which constitutes an original and all of which together constitute one and the same instrument. The signature of any person on a fax, PDF or other electronic copy of this Agreement or any Statement of Work will have the same full force and effect as that person's original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date herein above written.

Consultant	Teaching Channel
Signature DocuSigned by:  D3FFEE5DF4F048C...	Signature DocuSigned by:  6822B1494462405...
Name Nicole Knight	Name Erika Andrew
Title Executive Director, ELL Office at OUSD	Title Chief Academic Officer



Statement of Work
[Oakland Unified School District]

Consultant will provide the following services under the terms of the Consulting Agreement dated 06/01/2015, between Oakland Unified School District ("Consultant") and Teaching Channel ("TC").

A. TC Contact

Erika Andrew

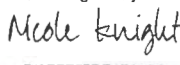
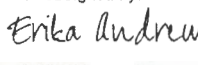
B. Specific Services

Consultant will be responsible for providing educational consulting services as requested and defined by TC. Deliverables and deadlines are outlined below:

- Consultant shall deliver Project Coordinator services according to the specifications of grant #2014-1340 by the Stuart Foundation
- Coordinate all parties to ensure regular meetings including: Tch, OUSD, Jeff Z
- Work with Nicole Knight (OUSD) and Erika Andrew (Tch) to refine work plan and timeline
- Promote the Teams platform and host informational sessions about Team teacher leaders and opportunities
- Select and coordinate Teacher leaders; co-train teacher leaders
- Manage grant deliverables
- Coordinate filming with Tch and OUSD staff
- Provide coaching support to teachers in preparation of filming
- Curate OUSD Academic Discussion google site

C. Invoice and Payment

1. TC will pay Consultant an initial amount of \$10,000 upon execution of this contract and submitting an invoice.
2. The total amount invoiced by and paid to Consultant shall not exceed \$55,833.00.
3. On a monthly basis, Consultant shall submit itemized invoices—presenting subtotals for services and expenses respectively—with original receipts for all expenses attached directly via either electronic mail at accounts@teachingchannel.org (preferred) or U.S. Mail at 2201 Broadway, Suite 400, Oakland, CA 94612. TC will issue payment via check within fifteen (15) calendar days after receipt of an invoice with appropriate documentation. TC will only issue payments after it has Consultant's completed W-9, attached hereto, on file.

Consultant		Teaching Channel	
Signature	Date	Signature	Date
DocuSigned by:  Nicole Knight	4/16/2015	DocuSigned by:  Erika Andrew	4/10/2015
D:3FFEE5DF4E046C		6822B149 4462405	

STUART FOUNDATION

INVESTING IN CHILDREN & YOUTH TO CREATE LIFELONG IMPACT

December 12, 2014

Dr. Patricia Wasley
CEO
Teaching Channel
2201 Broadway, Suite 400
Oakland, CA 94612

Grant #: **2014-1340**

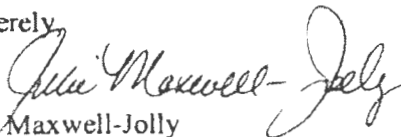
Dear Dr. Wasley:

It is my pleasure to inform you that the Stuart Foundation has approved a grant to your organization. After you have reviewed these documents, please have an appropriate officer sign the attached Grant Agreement and email an electronic copy back to Kelly Hayashi. The Foundation will mail you a check based on the terms of the Grant Agreement.

All communications concerning this grant should be directed to me or Kelly Hayashi noted below. Please refer to the grant number at the top of this page in any related correspondence with the Foundation.

We are delighted to offer this support to your organization and look forward to working with you during the course of the grant.

Sincerely,



Julie Maxwell-Jolly
Senior Program Officer, Education
jmaxwelljolly@stuartfoundation.org

Kelly Hayashi
khayashi@stuartfoundation.org

Dear Pat,
Thank you
for your patience!
Looking forward
to our work
together!
Best, Sophie

www.stuartfoundation.org

500 Washington Street, Eighth Floor San Francisco, CA 94111 Tel: 415 393 1551 Fax: 415 393 1552

Stuart Foundation GRANT AGREEMENT

This Grant from the Stuart Foundation (Foundation) is for the purposes described below and is subject to acceptance by Teaching Channel (Grantee) of the conditions specified below. This Agreement will take effect when signed by the Grantee's authorized representative and a signed original is received by the Foundation.

I. GRANTEE IDENTIFICATION

Grantee: Teaching Channel
Grant Number: 2014-1340

II. GRANT TERMS

Total Grant Amount: \$268,000
Grant Period: 1/1/2015 - 7/31/2016
Grant Purpose: To expand technology-enabled professional learning for Oakland Unified School District teachers

III. GRANTEE REPORTING REQUIREMENTS

Schedule of Reporting Requirements:

Due Date	Report Type
July 31, 2015	Interim Narrative & Financial Report
January 29, 2016	Interim Narrative Report
August 31, 2016	Final Narrative & Financial Report

All forms and instructions can be downloaded at www.stuartfoundation.org from the Partner Resources page. The report requirements are incorporated by reference into this Agreement. The Foundation reserves the right, in its reasonable discretion, to amend the requirements from time to time; all such changes will be reflected in the posted version of such requirements found on the Foundation's website. Grantee is responsible for following the report requirements in effect at the time any required report is made. ***The Foundation in its sole discretion may postpone or decline to make payments under this Agreement if Grantee fails to meet reporting requirements.***

The schedule of reporting requirements above may be modified, or the grant period listed above extended (refer to Section II), by written (including emailed) correspondence between the Foundation and Grantee that evidences their mutual agreement to the modification or extension.

IV. OBJECTIVES

1. Work with Oakland Unified School District (OUSD) central office staff to manage overall project operations: Activities include hiring a project director; selecting, training and maintaining

ongoing communications with the 15-member teacher leader team; selecting teachers for study groups; and evaluating results.

2. Video filming and production: In spring 2015, complete 20 videos that help teachers understand research-based, instructional strategies they can use to assure that K-5 students who are working to understand language receive needed support for mastering the Common Core State Standards. OUSD will have access to all raw footage for its own professional development purposes and the videos will be accessible, for free, on the Teaching Channel website.

3. Implementation of Teams: In spring 2015, train a cadre of 15 teacher leaders to facilitate Professional Learning Communities (PLCs) located on the Teaching Channel Teams platform. These teacher leaders will facilitate 15 PLCs for a total of 300 teachers who will participate in the video learning cycle during 2015-2016 school year. Teachers will try recommended strategies, give and receive feedback, and collaboratively examine student work.

4. Evaluation: Conduct pre- and post-survey research to understand the value and usefulness of the new materials and the profession learning study group approach from the perspective of the teacher leaders and the participating teachers.

V. IRS DETERMINATION

This Grant is specifically conditioned upon the Grantee's status as an eligible grantee of the Stuart Foundation. The Foundation has obtained a copy of the Grantee's IRS determination letter evidencing the status of the Grantee as eligible. The Grantee confirms that its IRS classification is current and the organization is unaware of any action or ruling that would cause its determination ruling to be revoked. The Grantee will notify the Foundation immediately of any change in tax status.

VI. GRANTEE'S FINANCIAL RESPONSIBILITIES

The Foundation expects the Grantee to maintain complete and accurate records of revenues and expenditures relating to the Grant. We request that financial records be kept for at least four (4) years after completion of the Grant. In the event that the Foundation is audited by any government agency, it could be necessary, in rare instances, for the Foundation to examine, audit, or have audited the records of the Grantee insofar as they relate to activities supported by this Grant. Any audit expenses incurred in such a case will be borne by the Foundation.

VII. EXPENDITURE OF GRANT FUNDS

The Grant is to be used for the purpose(s) stated in this Grant Agreement and attached budget. Grant funds may be spent only in accordance with the terms set forth herein. Grant funds may not be expended for any other purpose without prior approval by the Foundation. The Grantee agrees to contact the Foundation to request permission to make any significant changes in the approved attached budget. If the funds have not been completely expended at the end of the Grant period, the Grantee agrees to provide a statement on the balance and a plan for using the remaining funds.

Any references in Grantee's proposed budget to specific named third parties who are projected to receive grants, service fees, or other payments from Grant funds, are understood by the Foundation to be statements of Grantee's current intent, and the final selection of such third parties and the terms of their agreements with or engagements by Grantee (including the amounts of grants or fees) is within Grantee's discretion and control.

The Grantee agrees that, in carrying out the objectives supported by this Grant, it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, on the basis of race, color, religion, gender, national origin, ancestry, age, medical condition, disability, veteran status, marital status, sexual orientation, or any other characteristic protected by law.

The Grantee shall not use any portion of the Grant in a manner inconsistent with Section 501(c)(3) of the Internal Revenue Code, including a prohibition on using Grant funds to influence the outcome of any specific election of candidates to public office, induce or encourage violations of law or public policy, or cause any private inurement or improper private benefit to occur.

The Grant is not earmarked for use in any attempt to influence legislation within the meaning of Section 501(c)(3) of the Code, and neither the Foundation nor the Grantee has entered into any agreement, oral or written, to that effect.

The Grantee agrees that it will use the Grant funds in compliance with all applicable anti-terrorist financing and asset control laws and regulations.

VIII. PROCEEDS FROM GRANT-FUNDED ACTIVITIES

In the event all or a portion of the Grant is used to fund activities that generate income to the Grantee, or is used to create intellectual property that generates income to the Grantee, the Grantee hereby agrees to restrict the share of such income fairly allocable to the Grant funding for the same purposes as the Grant.

IX. CHANGES IN GRANTEE OPERATIONS

The Grantee agrees to promptly advise the Foundation about any of the following:

- Change in key personnel of the project or organization
- Change in address or phone number
- Change in the name of the organization
- Any development that significantly affects the operation of the project or the organization

X. USE OF SUBGRANTEES

If the Grantee finds it necessary to re-grant funds in order to carry out the purposes of the Grant, the Grantee retains full discretion and control over the selection process, acting completely independently of the Foundation. There is no agreement, written or oral, by which the Foundation may cause the Grantee to choose any particular subgrantee.

XI. PUBLICITY, PUBLICATIONS, AND COMMUNICATION WITH THE MEDIA

The Grantee shall acknowledge and include the Foundation's name on printed and visual materials that are produced with Foundation support. The Grantee agrees to discuss plans for such recognition, and provide copies of materials for the Foundation's records.

If the Grantee plans to issue a press release announcing this grant, the Grantee agrees to contact the Program Officer at least two weeks before the desired announcement date. The Foundation must provide advance approval of the press release and the date of release. The Foundation requests an opportunity to review and comment on subsequent press releases that are directly related to the Grant. The Foundation may make information about this Grant public at any time on its website and as part of press releases, public reports, speeches, newsletters, and other public documents.

XII. INTELLECTUAL PROPERTY

All right, title and interest in and to any materials, inventions or works and any patents, trademarks, copyrights or other intellectual property rights associated therewith created by the Grantee pursuant to this grant shall be owned by the Grantee. The Grantee, however, shall grant to the Foundation an irrevocable, nonexclusive, royalty free, worldwide license to copy, publish, reproduce, modify, publicly perform, display, distribute directly or indirectly, or otherwise practice such inventions, works or materials pursuant to the Grantee's intellectual property rights for the Foundation's charitable, non-commercial purposes. The Grantee further shall grant to the Foundation the right to grant sublicenses under such intellectual property rights in furtherance of the Foundation's charitable, non-commercial purposes.

XIII. INDEMNIFICATION

The Grantee shall defend, indemnify and hold the Foundation, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of Grantee's negligence or that of its agents, Grantee's breach of duties under the Grant Agreement, or Grantee's performance under this Grant Agreement.

The Foundation shall defend, indemnify and hold Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the Foundation's negligence or that of its agents, Foundation's breach of duties under the Grant Agreement, or Foundation's performance under this Grant Agreement.

XIV. REMEDIES

In the event that the Grantee violates or fails to carry out any provision of this Agreement, including, without limitation, failure to submit reports when due, or if the Grantee dissolves or ceases to operate, the Foundation in its reasonable discretion may, in addition to any other legal remedies it may have, refuse to make any future grants or installment payments of this Grant to the Grantee, and the Foundation may demand the immediate return of all or any unexpended portion of the Grant, and any portion of the Grant expended not in compliance with this Agreement, and the Grantee shall immediately comply therewith.

XV. LIMITATION

This Agreement contains the entire Agreement between the parties with respect to the Grant and supersedes any previous oral or written understandings or agreements. It is expressly understood that by making this Grant the Foundation has no obligation to provide other or additional support to the Grantee for the purposes of this Grant or any other purposes. Neither this Agreement, nor any other oral or written statement or action of the Foundation (other than a document executed on behalf of the Foundation specifically purporting to create a binding obligation of the Foundation) shall be interpreted to create any pledge or binding commitment by the Foundation to make any future grant to the Grantee.

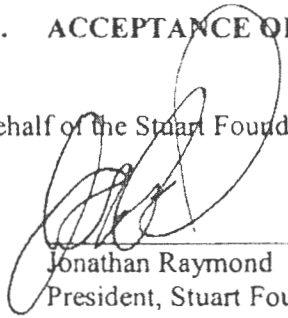
XVI. WARRANTY

The Grantee expressly warrants that the execution, delivery or performance of this Grant Agreement shall not violate or result in the breach of any prior agreements entered into by the Grantee with any third parties. The Grantee further warrants that the Grantee shall not enter into any future agreements that would be in violation of any of the terms of this Grant Agreement.

XVII. ACCEPTANCE OF TERMS AND CONDITIONS

On behalf of the Stuart Foundation, I extend every good wish for the success of this work.

By:

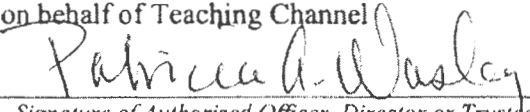

Jonathan Raymond
President, Stuart Foundation

December 12, 2014

I acknowledge that the Grantee has received and retained a copy of this Agreement. The attached terms and conditions have been carefully reviewed and understood, and are hereby accepted and agreed to as of the date specified.

Accepted on behalf of Teaching Channel

By:


Signature of Authorized Officer, Director or Trustee

Name:

Patricia A Wasley

Title:

CEO

Date:

12/15/14

PROPOSAL BUDGET

Note: Please review Budget Guide prior to completing

Organization Name	Teaching Channel
Request # (as assigned)	1340
Request Grant Period: mm/dd/yy -- mm/dd/yy	1/1/15-07/31/16
Total Organization Budget	\$ 9,500,000
Total Project Budget	\$ 268,000
Stuart Foundation Grant Request	\$ 268,000
Stuart Grant as % of Total Project Budget	100%

EXPENSES	Total Project Budget	Stuart Foundation Request
PERSONNEL: You may identify key staff positions or groupings of key staff to achieve project objectives. For example: --Executive Director/Program Director; Project Management --Research Analysts/IT Coordinator; Data/Indicators Project Coordination)		
Project Coordinator (OUSD)	\$ 73,833	\$ 73,833
Tch Staff Time & Project Coordination	\$ 36,833	\$ 36,833
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
Total Personnel Expenses	\$ 110,666	\$ 110,666

PROGRAM/ORGANIZATIONAL EXPENSES: Please list line items for key categories in support of project goals and objectives. This could include but is not limited to Communications, Program/Research Consultants, Information Technology, Travel, Meeting and Convenings, Student/Teacher Stipends, Program Expenses, Operational Support Expenses

Teacher Stipends	\$ 22,500	\$ 22,500
Production Expenses (filming)	\$ 97,834	\$ 97,834
Teams fees	\$ 20,000	\$ 20,000
Professional Services/User Engagement	\$ 17,000	\$ 17,000
	\$ -	\$ -
Total Program/Organizational Expenses	\$ 157,334	\$ 157,334
GRAND TOTAL EXPENSES	\$ 268,000	\$ 268,000

INCOME SOURCES	INCOME
SECURED INCOME: List all committed funding resources; specify philanthropic funder.	
	\$ -
	\$ -
	\$ -
	\$ -
Total Secured Income	\$ -

PENDING INCOME: List sources that have already been requested but not awarded, as well as planned fundraising efforts. For unidentified sources, include a line item for funds "To be raised."

	\$ -
	\$ -
	\$ -
	\$ -
TO BE RAISED (if applicable)	\$ -
Total Pending Income	\$ -
Stuart Foundation Request	\$ 268,000
TOTAL INCOME	\$ 268,000