

File ID Number	16-0985
Introduction Date	16-08-16
Enactment Number	16-0841
Enactment Date	6-8-16
By	



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: <sup>Accepting Award</sup> ~~District Submitting Grant Proposal~~ <sup>EK</sup>

**ACTION REQUESTED:**

Acceptance by the Board of Education of the Intrepid Philanthropy Foundation Grant Award - to provide professional development for staff around project based learning, thinking routines, and maker education to support high quality instruction, increase student engagement and success, in the amount of \$14,663.00, for the period April 30, 2016 through June 30, 2017.

**BACKGROUND:**

Grant proposal for OUSD schools for the 2015-2016 fiscal year were submitted for funding as indicated in the chart below. The Grant Face Sheet and grant proposal packets are attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
16-0985	Yes	Grant	Grass Valley Elementary School	Provide professional development for staff around project based learning, thinking routines, and maker education to support high quality instruction, increase student engagement and success	4/30/16 - 06/30/17	Intrepid Philanthropy Foundation	\$14,663.00

**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 proposal 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: \$14,663

**RECOMMENDATION:**

Acceptance by the Board of Education of the Intrepid Philanthropy Foundation Grant Award - to provide professional development for staff around project based learning, thinking routines, and maker education to support high quality instruction, increase student engagement and success, in the amount of \$14,663.00, for the period April 30, 2016 through June 30, 2017.

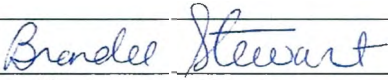
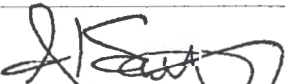
**ATTACHMENTS:** Grant face sheet, Grant Agreement

OUSD Grants Management Face Sheet

<b>Title of Grant:</b> <b>Project Based Learning with a Maker Mindset</b>	<b>Funding Cycle Dates: April 30, 2016- June 30, 2017</b>
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address) Grass Valley Elementary School, 4720 Dunkirk Ave., Oakland, CA. 94605 (510)636-4653	<b>Grant Amount for Full Funding Cycle:</b> <b>\$14,663.00</b>
<b>Funding Agency Intrepid Philanthropy Foundation</b>	<b>Grant Focus</b> Provide professional development for staff around project based learning, thinking routines, and maker education to support high quality instruction, increase student engagement and success
<b>List all School(s) or Department(s) to be Served: Grass Valley Elementary School</b>	

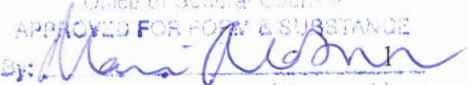
Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	With training in Project Based Learning, Maker Education and Thinking Routines, teachers will be able to deliver Common Core Standards instruction in a way that deepens students' content knowledge and increases their engagement through hands on learning with real world applications.
How will this grant be evaluated for impact upon student achievement?	We will use teacher surveys, student feedback forms and rubrics and compare attendance rates from this school year with the next years, with the expectation of decreased absences.
Does the grant require any resources from the school(s) or district? If so, describe.	Yes, existing staffing and funding for Grass Valley Elementary
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?	Purchase Order
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?	Brandee Stewart Principal, Grass Valley Elementary

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal	Brandee Stewart		4/27/14
Department Head (e.g. for school day programs or for extended day and student support activities)	Allen Smith		

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date

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



## GRANT AGREEMENT

The Intrepid Philanthropy Foundation ("Grantor") and Grass Valley Elementary School ("Grantee") hereby enter into this Grant Agreement (the "Agreement") effective as of March 1, 2016.

1. **Grant Award.** Grantor hereby awards a LIGHT Awards grant in the amount of \$29,306.00 (the "Grant") to Grantee for the teacher professional development project titled "Grass Valley's Project Based Learning with a Maker Mindset" led by Paula Mitchell ("Team Lead"), per the proposal submitted for the 2016 grant cycle. This grant is for the period of March 1, 2016 – June 1, 2018 with payments to be made in April 2016 (\$14,663.00) and March 2017 (\$14,643.00).

2. **Use of Grant Funds.** Grantee agrees to use the Grant funds exclusively for educational purposes as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") as such purposes are more specifically set forth in Section 1 above. Without derogating the foregoing restriction, no portion of this Grant is earmarked for use (or shall be used) in carrying on propaganda or otherwise attempting to influence legislation. Grantee shall not use any portion of the Grant funds to: (a) participate or intervene (including the publishing or distribution of statements) in any political campaign on behalf of or in opposition to any candidate for public office, (b) fund any specific voter registration drive that is conducted in a manner that favors a particular candidate or slate of candidates, (c) make grants to individuals on a nonobjective basis, (d) support terrorist acts or organizations that further terrorist activities, or (e) for any non-educational purpose. Grantee agrees to repay to Grantor any portion of the Grant proceeds that is not used for the educational purposes set forth in Section 1 above.

Grantee is responsible for ensuring that the Team Lead informs Grantor in a timely manner of significant difficulties in making use of the funds for the purposes described in the project's application. Any desired changes to the proposed timeline, project scope or budget (of more than 10% of a line item) will need to be approved in advance by the Intrepid Philanthropy Foundation. Approval for such changes can be requested using the LIGHT Awards Project Change Request form, provided to the Team Lead.

3. **Grantee's Reports.** Grantee will submit to Grantor interim reports covering both the substance of its activities under this Grant (including the manner in which the Grant funds have been used) and the financial administration of the Grant, no later than February 1, 2017 and December 1, 2017. A final report is due by June 30, 2018. In addition to the narrative and financial accounting, the final report must also include a final product that can be shared through the LIGHT Awards Program website for the benefit of all educators.

Reports shall also include copies of all press releases and other public announcements of the Grant. Grantee shall also maintain records of receipts and expenditures relating to the Grant and shall make such records available to Grantor at reasonable times.

4. **Grantee's Tax Status.** Grantee represents to Grantor that it is a governmental unit described in Section 170(c)(1) of the Code, and that it is neither a "private foundation" as defined in Section 509(a) of the Code nor a "Type III" supporting organization as described in Section 509(a)(3)(C) of the Code (other than a "functionally integrated type III supporting organization" as defined in Section 4943(f)(5)(B) of

575 Market Street, Suite 3625  
San Francisco, CA 94105  
T 415 343 0831 F 415 543 0735  
lightawards.org



the Code). Grantee agrees to notify Grantor immediately of any changes in its tax status or any organizational changes (including any changes in key personnel) during the term of the Grant.

5. **Grant Review.** Grantee will permit representatives of Grantor to visit Grantee's premises and review Grantee's activities, and will permit Grantor, at its own expense, to conduct an independent financial and/or programmatic audit of the expenditure of this Grant.

6. **Notices.** All notices or reports required or permitted under this Agreement shall be deemed to be given when personally delivered to the recipient thereof, or when mailed by certified first class mail, return receipt requested, postage prepaid, addressed to the recipient at the address set forth below, or at such other address designated by written notice in accordance with this Section 6:

Grantor: Intrepid Philanthropy Foundation  
c/o Rockefeller Philanthropy Advisors  
Attention: Joanne Greenstein  
575 Market Street, Suite 3625  
San Francisco, CA 94105

Grantee: Grass Valley Elementary School  
4720 Dunkirk Avenue  
Oakland, CA 94605

7. **Representations.** Grantee represents and warrants to Grantor that (a) Grantee is a Code Section 170(c)(1) governmental unit duly organized and validly existing under the laws of the State of California (b) this Agreement constitutes the legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with its terms except as enforcement may be limited by any applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and except as enforcement may be limited by general principles of equity; and (c) Grantee has the absolute and unrestricted right, power, authority and capacity to execute and deliver this Agreement and to perform its obligations hereunder.

8. **No Assignment.** Grantee shall not assign any of its rights or delegate any of its obligations under this Agreement to any individual or entity without the prior written consent of Grantor, which consent may be given or withheld in the Grantor's sole discretion.

9. **Successor and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

10. **Construction.** Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the context may require.



11. **Headings.** Section and other headings contained in this Agreement are for reference purposes only and shall not be used to describe, interpret, define or limit the scope, extent, or intent of this Agreement or any provision hereof.

12. **Dispute Resolution.** In the event of any controversy, dispute or claim between the parties relating to this Agreement, the parties agree that the following procedure shall be used in an attempt to resolve the dispute:

(a) A meeting (the "Initial Meeting") shall promptly be held at which the parties shall attempt to resolve the dispute through their respective representatives who shall have full decision making authority regarding the matters in dispute.

(b) If an Initial Meeting has not occurred within ten (10) days after a party has requested in writing such a meeting of the other party or if the dispute has not been resolved to the mutual satisfaction of the parties within thirty (30) days following the written request for the Initial Meeting, the dispute shall be submitted to mediation facilitated by a neutral mediator mutually approved by the parties, which approval shall not be unreasonably withheld or delayed by either party. If the parties cannot agree on a mediator, the Superior Court of the County of San Francisco shall appoint a mediator. Mediation shall be held in San Francisco, California. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the parties.

(c) The parties agree to participate in good faith in the Initial Meeting and the mediation conferences.

If the parties are unable to resolve the dispute through negotiation or mediation, then either party may bring a suit in the Superior Court of the County of San Francisco for resolution of the dispute or pursue other applicable legal remedies.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect thereto.

14. **Amendments.** This Agreement may not be amended except by written instrument signed by the parties hereto.

15. **No Waiver.** The failure of any party to enforce at any time or for any period of time any one or more of the terms or conditions of this Agreement shall not be a waiver of such terms or conditions or of that party's right thereafter to enforce each and every term and condition of this Agreement.

16. **Severability.** In the event any provision or portion of a provision of this Agreement is held to be invalid, void or unenforceable, the rest of the Agreement shall, so long as its enforcement is consistent with the intent of the parties in entering into this Agreement, remain in full force and effect and shall in no way be affected, impaired, or invalidated.



17. **Governing Law.** This Agreement and the respective rights and obligations of the parties hereto shall be construed and interpreted in accordance with the laws of the State of California, without reference to its conflict of laws provisions.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Grantor and Grantee have approved and executed this Agreement effective as of the date first above written.

**Intrepid Philanthropy Foundation**

**Grass Valley Elementary School**

By: J. Schriener  
 Title: Philanthropic Advisor  
 Date: 3/25/16

By: Brandee Stewart  
 Title: Grass Valley Principal  
 Date: 3/30/16

[Signature] 6/8/16  
 James Harris  
 President, Board of Education

[Signature] 6/8/16  
 Antwan Wilson  
 Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT  
 Office of General Counsel  
 APPROVED FOR FORM & SUBSTANCE  
 BY: [Signature]  
 Attorney at Law

File ID Number: 16-0985  
 Introduction Date: 6-8-16  
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 By:

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**Intrepid Philanthropy Foundation**

Karen Leshner, President  
c/o Rockefeller Philanthropy Advisors  
575 Market Street, Suite 3625  
San Francisco, CA 94105

PNC BANK, NATIONAL ASSOCIATION  
03-005/310

484

03/30/2016

PAY TO THE ORDER OF Grass Valley Elementary

\$ \*\*14,663.00

Fourteen thousand six hundred sixty-three and 00/100\*\*\*\*\* DOLLARS

Grass Valley Elementary

▲ TAMPER RESISTANT TONER AREA ▲

MEMO LIGHT Awards Grant

*Daisy L. Fong*

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Details on Back



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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

### OUSD Donation Form

Please complete the information requested on this form. **Attach your donation checks made payable to Oakland Unified School District with the name of the school referenced on the check's memo note.** For school sites receiving donations: deliver/mail check & form to the Office of your Regional Executive Officer/Network Executive Officer for processing and board review/preparation. For central office departments receiving donations: deliver/mail check & form to your department Office Manager for processing and board review/preparation.

Questions? Contact Betty Guerin at 879-8369 or by email at [Betty.Guerin@ousd.k12.ca.us](mailto:Betty.Guerin@ousd.k12.ca.us) for further information.

Site No.	School Name	Donation's Purpose	Start Date	End Date	Donor	Donation Value*	Check Date	Check No.
122	Grass Valley	Teacher Professional Development	3/1/16	3/1/18	Intrepid philanthropy Foundation	14,663.00	3/30/16	484

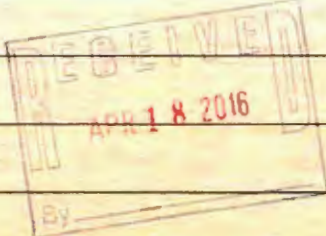
Print Your Name: Brandee Stewart

Signature: Brandee Stewart

Job Title: Principal

Date: 4/15/16

Approval Signature by Regional Executive Officer/Network Executive Officer/Executive Officer: Monica Thomas/ue



(\*Donations or grants over \$5,000 require separate board review Registrar File ID Numbers.)



Fiscal Officer



Vernon Hal

Superintendent

Antwan Wilson