File ID Number	18-1728
Introduction Date	9/12/18
Enactment Number	18-1484
Enactment Date	9/12/18 lf
Ву	



OAKLAND UNIFIED SCHOOL DISTRICT Office of the Board of Education

September 12, 1018

To:

Board of Education

From:

Kyla Johnson-Trammell, Superintendent

Brenda Tuohy, STEM Director

Subject:

Grant Agreement - S. D. Bechtel Jr. Foundation - NGSS FOSS Curriculum Expansion - Science

Department - Academic and Instructional Innovation Department

ACTION REQUESTED:

Approval by the Board of Education of District Grant Agreement between the District and the S.D. Bechtel Jr. Foundation, accepting \$233,955.00, for the NGSS FOSS Curriculum Expansion to support the purchase of teacher guides and student workbooks to complement the NGSS FOSS kits, for fiscal year 2018-2019, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant Agreement for OUSD Schools for the 2018-2019 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	Туре	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
18-1728	Yes	Grant	School District	To to support the purchase of teacher guides and student workbooks to complement the NGSS FOSS curriculum kits.	July 1, 2018 - June 30, 2019	S.D. Bechtel Jr. Foundation	\$233,955.00

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:

\$233,955.00

RECOMMENDATION:

Approval by the Board of Education of Grant Agreement for the OUSD Schools for fiscal year 2018-2019, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

Grant Agreement
Grant Award Letter, S.D. Bechtel, Jr. Foundation

OUSD Grants Management Face Sheet

Title of Grant: California Next Generation Science Standards (NGSS) K-8 Early Implementation Initiative Years 5 and 6 Grant	Funding Cycle Dates: June 1, 2018 – June 30, 2020
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Kathy DiRanna, Director WestEd K-12 Alliance 4665 Lampson Avenue Los Alamitos, CA 90720-5139 714-812-0288	Grant Amount for Full Funding Cycle: \$453,000.00 – Year 5, 7/1/18-6/30/18 \$102,000.00 – Year 6, 7/1/19-6/30/20 Total amount not to exceed \$555,000.00
Funding Agency: S. D. Bechtel, Jr. Foundation P.O. Box 193809 San Francisco, CA 94119-3809 List all School(s) or Department(s) to be Served:	Grant Focus: To support the CA NGSS K-8 Early Implementation Initiative for Years 5 and 6.

This award to support the CA NGSS K-8 Early Implementation	
This award to support the CA NGSS K-8 Early Implementation Initiative for Years 5 and 6, which provides training (NGSS Summer Institute) on the Next Generation Science Standards and site-based support for implementation to teams of teachers and site leaders from 30 OUSD schools and support the Science Teacher Leader program to provide base-level support to all 86 schools.	
Impact will be evaluated through: - Classroom walkthrough data collected by the NGSS Core Leadership Team - Pre-post site-assessment survey data completed by each participating teacher and site leaders - Student achievement data on the California Science Test (CAST)	
This award requires a matching contribution of \$110K towards this project to fund: 5 FTE project director - Release time and stipends for teachers and principals on the NGSS Core Leadership Team - Stipends for Science Teacher Leaders from all 86 sites	
No.	
No.	
Brenda Tuohy, STEM Director Academics and Instructional Innovation Department Oakland Unified School District	

address.)	1000 Broadway, Suite 600, Oakland, CA 94607 510-879-8156 Brenda.Tuohy@ousd.org	
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Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	Wesley Jacques	Ma desar	8/10/18
Department Head (e.g. for school day programs or for extended day and student	Sondra Aguilera	7 Von Figure	-77 0
support activities)		Sch Il	8/10/18

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Marcus Battle		
Superintendent	Kyla Johnson-Trammell		



GRANT AGREEMENT

SUMMARY OF TERMS

Grant ID: 11210

Grantee Legal Name: Oakland Unified School District

Amount: \$233,955

Title: NGSS Curriculum Expansion

Purpose: Funds for the purchase of teacher guides and student workbooks to complement

the NGSS FOSS kits

Duration: July 09, 2018 – June 30, 2019

Payment Schedule: Amount Schedule Date

\$233,955 July 2018

Requirement Schedule: Requirement Type Sc

Requirement TypeScheduled/DueFinal ReportSep 02, 2019

The following terms, conditions and representations are agreed upon by the S. D. Bechtel Jr. Foundation (the "Grantor") and Oakland Unified School District (the "Grantee"):

- 1. Purposes. Grantee shall use the entire amount of \$233,955 (the "Grant Amount"), including any interest earned thereon, to implement the purpose of the grant as described above and in further detail in Exhibit 1 to this Agreement and incorporated by this reference (the "Grant"); provided that Grantor is not earmarking the Grant for any person or entity named as a vendor, consultant, or subgrantee of Grantee in Exhibit 1. Grantee shall immediately return to Grantor any portion of the Grant Amount spent for any other purpose, and any portion of the Grant Amount not spent or committed at the completion of the Grant Duration, including any interest earned on such amounts, upon Grantor's request.
- 2. **Prohibited Uses**. Grantee agrees that no portion of the Grant Amount shall be used (a) to influence the outcome of any specific election for candidates to public office, (b) to carry on, directly or indirectly, any voter registration drive, (c) to induce or encourage violations of law or public policy, (d) to cause any private inurement or improper private benefit to occur, (e) to take any action that would or reasonably could jeopardize Grantee's tax-exempt status, or (f) for any non-charitable purpose, as defined by the Internal Revenue Code and applicable Treasury Regulations ("IRC" or "Code").
- 3. Lobbying. Grantee is prohibited from using Grant funds to influence legislation within the meaning of Section 4945(e) of Code. This prohibition does not prevent Grantee from using grant funds for communication outside the meaning of Section 4945(e), such as communications with government officials urging executive or administrative action, or communications with legislators that do not refer to any specific legislation or that refer to specific legislation without reflecting a view on it; Grantee may also use Grant funds for communications excepted from Section 4945(e) such as the dissemination of nonpartisan analysis, study, or research, or certain responses to requests from a legislative or government agency for comments on legislation. Grantee shall not conduct any activity, such as making ballot measure contributions, that would require Grantee to report the Grantor as a donor under any applicable federal, state, or local campaign finance disclosure law, such as the California Political Reform Act.
- 4. Subgrantees/Subcontractors. Grantee shall retain full discretion and control over the selection of any subgrantees or subcontractors to carry out the Grant purposes, acting independently of Grantor. Grantee and Grantor acknowledge that there is no agreement, oral or written, by which Grantor may cause Grantee to choose any particular subgrantee or subcontractor. Grantee shall require that any subgrantee



or subcontractor be subject to the requirements of Paragraphs 5 and 6 of this Agreement, provided that all obligations of Grantee under such Paragraphs shall remain in full force and effect.

- 5. Publicity; Use of Trademarks. Grantee shall not use Grantor's tradename(s), trademark(s), or logo(s), or the name "Bechtel", in any written materials, public announcements or other media, including but not limited to press releases, brochures, website content and social media, to disclose or describe the Grant, without the prior written consent of Grantor. Grantee shall not make any commitments for permanent recognition of the Grant without the prior written consent of Grantor. When Grantee becomes aware of any press or other media coverage of the Grant, Grantee shall promptly notify Grantor, even if the coverage or media does not mention Grantor. Upon receiving Grantor's prior written consent for the use of any of Grantor's tradenames, trademarks, or logos, Grantee shall use them exactly as instructed. Grantee hereby grants to Grantor the right to publicize or otherwise refer to the Grant, for any purpose and in any media, in Grantor's discretion.
- 6. Future Payments. Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by Grantor to make any other grant or contribution to Grantee or any other entity, for any purpose. The Grant shall be a separate and independent transaction from any other transaction between Grantor and Grantee or any other entity.
- 7. **Reporting**. The Grantee shall submit a Grant Report(s) to the Grantor by the date(s) specified above, in accordance with Grantor's Report Guidelines, all of which are incorporated by this reference. Grantee shall provide any information that Grantor may request about any portion of the Grant Amount used to pay organizations or consultants engaged in fundraising or public relations.
- 8. Accounts and Record-Keeping. Grantee shall account for all Grant funds as a restricted asset and shall maintain books to show them separately from Grantee's other assets; only expenditures in furtherance of Grant purposes may be charged against the Grant funds on Grantee's books. Grantee shall maintain adequate records to substantiate its expenditures from Grant funds. Grantee shall make its books and records relating to the Grant available for review and audit by Grantor upon Grantor's request throughout the Grant Duration and for at least four (4) years after the end of the Grant Duration, and comply with any Grantor requests for information or interviews of Grantee's personnel regarding use of Grant funds.
- 9. Interest-bearing Account. Grantee shall promptly deposit and maintain all Grant funds received in an interest-bearing account until they are expended or otherwise transferred in accordance with this Agreement. Grantee may commingle Grant funds with other funds of Grantee in such account.
- 10. Tax-Exempt Status. Grantee represents and warrants that, as of the date of this Agreement and throughout the Grant Duration, Grantee is and will be a governmental unit of a political subdivision of the State of California. Grantee shall immediately notify Grantor of any events that have or may lead to a change in Grantee's governmental status. Grantee further agrees that the Grant is made for exclusively charitable purposes. Grantee acknowledges and agrees that any change in its governmental status may lead to the termination of this Agreement or the addition of terms, conditions or other limitations.
- 11. Changes in Key Personnel or Project Activities. Grantee shall notify Grantor immediately of any anticipated or actual changes in key personnel of Grantee or the program or activity funded by the Grant. Grantee acknowledges and agrees that changes in key personnel or changes in the program or activity funded by the Grant may lead to the termination of this Agreement or the addition of terms, conditions or other limitations.
- 12. **No Assignment or Delegation**. Grantee shall not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without the prior written consent of Grantor.
- 13. Insurance. Grantee shall maintain insurance with one or more reputable insurance companies or self-insure in such amounts and covering such risks as is prudent and is usually carried by organizations engaged in activities similar to Grantee's. Grantee shall furnish Grantor with evidence of insurance on this Grant upon Grantor's request.



- 14. Indemnification. Grantee agrees to defend, indemnify, and hold harmless Grantor, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) arising from or in connection with any negligent or willful 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 any act or omission of Grantor, its officers, directors, employees, or agents.
- 15. Termination and Modifications by Grantee. Grantee shall not terminate, modify or redirect any Grant funds in any material way, or change the due date for any reports required by this Agreement, without the prior written consent of Grantor. Grantee may provide Grantor with a written request that includes the reason for the termination or material modification or redirection of Grant funds or change in reporting date. Grantor may request additional information from Grantee in its discretion, and reserves the right to deny Grantee's request. If Grantee terminates, modifies or redirects the Grant without Grantor's written consent, Grantor may terminate this Agreement and demand the immediate return of any portion of the Grant Amount spent in breach of this Agreement, with accrued interest.
- 16. **Termination and Modifications by Grantor**. Grantor reserves the right to curtail or terminate this Agreement if Grantor reasonably determines that the purposes of this Grant, or the terms and conditions of this Agreement, are not being met or are not likely to be met. Grantor will provide Grantee reasonable written notice prior to modification or termination of this Agreement to discuss Grantor's concerns. Should Grantor decide to modify or terminate this Agreement, Grantee shall return any portion of the Grant Amount not spent or committed at the time of Grantor's notice, including any interest earned thereon, as well as any amounts not used for the charitable purposes of the Grant, within thirty (30) days of Grantor's notice.
- 17. Waiver. Any failure to exercise a right and any delay in exercising a right under this Agreement shall not be deemed a waiver of that right or any other rights by Grantor, nor shall any partial exercise of a right under this Agreement preclude any additional or further exercise of that or any other right. No term or provision hereof may be waived except in writing signed by a duly authorized officer of Grantor.
- 18. **Governing Law**. This Agreement shall be construed in accordance with and governed by the laws of the State of California that apply to contracts to be performed wholly within California.
- 19. **Publications; License**. Any information contained in work product funded by the Grant, including all publications, studies, or research, shall be made available to the public following such reasonable requirements or procedures as Grantor may establish from time to time. Rights to any intellectual property created in part or wholly with funds under this Agreement vests solely with the Grantee. Grantee agrees to grant to Grantor an irrevocable, nonexclusive license to use or publish any such work product at the request and in the sole discretion of Grantor.
- 20. **No Agency**. Grantee is solely responsible for all activities supported by Grant funds, the content of any product created with Grant funds, and the manner in which such products may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
- 21. Consultation with Legal Counsel. Grantee acknowledges that it understands its obligations imposed by this Agreement, 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 Agreement, including those incorporated by reference to the IRC, Grantee will promptly consult its legal counsel.
- 22. Remedies. If Grantor determines, in its sole discretion, that Grantee has substantially violated or failed to carry out any material provision of this Agreement, including but not limited to failure to submit reports when due, in addition to any other legal remedies, Grantor may elect not to make any further grant payments to Grantee under this Agreement, and Grantor may demand the return of all or part of the



- unexpended Grant funds, which Grantee shall immediately repay to the Foundation. The Foundation may also avail itself of any other remedies available by law.
- 23. Dispute Resolution. Except as set forth in this section, Grantor and Grantee waive the right to all remedies in court, including any right to a jury trial, with respect to any dispute or claim arising in connection with this Agreement, and any such dispute or claim shall be submitted to arbitration on the written request of either party after service of that request on the other. Any dispute or claim submitted to arbitration pursuant to this section shall be finally and conclusively determined by arbitration conducted in San Francisco, California, before a single arbitrator in accordance with the then-current rules of Judicial Arbitration and Mediation Services. The award or decision of the arbitrator, which may include an order of specific performance, injunction, or other equitable relief, shall be final and binding on all parties and enforceable in any court of competent jurisdiction. There shall be no right of appeal, except as contained in Section 1286.2 of the California Code of Civil Procedure. During the pendency of any arbitration process, each party to any arbitration shall bear its own expenses, including but not limited to such party's attorneys' fees, if any. Upon conclusion of the arbitration, the arbitrator shall specify the "prevailing party" in its award and the "prevailing party" shall be entitled to prompt reimbursement of reasonable attorneys' fees and expenses incurred in connection with the arbitration.
- 24. **Severability**. In the event that any part of this Agreement is deemed unenforceable pursuant to applicable laws by an authority having jurisdiction, such part shall be severable from the rest of this Agreement, which shall remain in full force and effect as if the unenforceable part were deleted.
- 25. Entire Agreement. This Agreement constitutes the entire agreement between Grantor and Grantee, and supersedes any prior or contemporaneous oral or written understandings or communications between the parties. This Agreement may not be altered in any way except as herein provided.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized signatories, effective as of the date on which this document has been signed by both parties.

The terms of this Grant Agreement are accepted and agreed to by:

Secretary, Board of Education

on behalf of Oakland Unified School District		on behalf of the S. D. Bechtel, Jr. Foundation	
Brenda Tuol Name	ny	Lauren B. Dachs Name	
STEM Directo	~ 7/13/18	President	July 11, 2018
Title	Date	Title	Date
Aimee Eng President, Board of Education Wyla Johnson R. Johnson-Tran	APPROVED FOR By: Andrea Epp 9/13/18	FIED SCHOOL DISTRICT THE General Counsel FORM & SUBSTANCE THE SUBSTANCE OS, Attorney at Law	

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at https://www.sam.gov/



EXHIBIT 1

Expected Results:

- 1. Increase number of OUSD elementary schools utilizing fully NGSS-aligned curriculum from eight to 22 in 2018-19 school year.
- 2. 80%* of teachers at schools with Next Generation FOSS Kits implement 50%*or more of each module in 2018-19, as reported on end-of-trimester surveys. This goal is to be conveyed to school teams at the NGSS Summer Institute, and the purpose of the institute is to prepare teachers to meet this goal.
- 3. Generate baseline data on student achievement on the California Science Test (CAST) in order to set performance goals in the 2019-20 school year.



EVELYN KUO
GRANTS AND EFFECTIVENESS ADMINISTRATOR

July 20, 2018

Ms. Sondra Aguilera Senior Deputy Chief of Continuous School Improvement Oakland Unified School District 1000 Broadway, Suite 600 Oakland, CA 94607

Dear Ms. Aguilera:

Your grant check is enclosed. Please see the table below for more detailed grant information.

Grant ID:	11210		
Grantee Legal Name:	Oakland Unified School District		
Primary Contact:	Ms. Sondra Aguilera, Senior Deputy Chief of Continuous School Improvement		
Total Grant Amount:	\$233,955.00		
Payment Amount:	\$233,955.00		
Payment Sequence:	1 of 1		
Grant Title:	NGSS Curriculum Expansion		
Grant Purpose:	Funds for the purchase of teacher guides and student workbooks to complement the NGSS FOSS kits		
Upcoming Report(s):	Requirement Type	Scheduled/Due	
	Final Report	Sep 02, 2019	

The S. D. Bechtel, Jr. Foundation appreciates the opportunity to work with Oakland Unified School District.

Sincerely,

Evelyn Kuo

Enclosure



LAUREN B. DACHS
PRESIDENT

July 11, 2018

Ms. Sondra Aguilera Senior Deputy Chief of Continuous School Improvement Oakland Unified School District 1000 Broadway, Suite 600 Oakland, CA 94607

Dear Ms. Aguilera:

I am pleased to inform you that the Board of Directors of the S. D. Bechtel, Jr. Foundation has approved a grant to Oakland Unified School District in the amount of \$233,955 over 11 months. This grant is for funds for the purchase of teacher guides and student workbooks to complement the NGSS FOSS kits, as defined in your proposal dated June 27, 2018.

Please have an officer, director, or trustee sign and date the enclosed Grant Agreement and retain a copy for your records before. The Grant Agreement and grant reports should be submitted via the Foundation's Grants Portal at https://bechtel-portal.givingdata.com/.

The Foundation will make the grant payment upon receipt of the signed Grant Agreement.

Please note the Agreement states that no public announcements or statements to the media about the Foundation's affiliation with, or contribution to, the grantee's project may be made without the Foundation's written consent.

Your contacts at the Foundation for this grant will be Senior Program Officer, Lisa Lomenzo, and Program Associate, Stanze Quezada. Please refer to the enclosed Grant Agreement for payment and reporting schedules. Any questions about this grant should be submitted by email to llomenzo@sdbjrfoundation.org and cquezada@sdbjrfoundation.org.

Sincerely,

Lauren B. Dachs

Lauren B. Dacko

Enclosure



June 12, 2018

Lisa Lomenzo, Senior Program Officer, STEM Education S.D. Bechtel, Jr. Foundation

Dear Ms. Lomenzo,

Oakland Unified School District (OUSD) is grateful for the S.D. Bechtel Jr. Foundation's continued commitment to high quality science education for all students. We appreciate the opportunity to present this proposal for funding to you and your Board.

We are requesting \$233,955 for the 2018-2019 school year to purchase Next Generation FOSS instructional materials to expand the number of schools using Next Generation FOSS from eight in 2017-18 to 22 in 2018-19, leveraging commitments of the schools participating in the OUSD NGSS Early Implementation Initiative.

Background to our Request

Our mission is to build a Full Service Community School District focused on high academic achievement while serving the whole child, eliminating inequity, and providing each child with excellent teachers, every day. Right now, we are in an exciting moment of taking a huge step forward in realizing this mission, as we implement the Next Generation Science Standards (NGSS). These standards, adopted in 2013 and tested in 2018-19, will help our students prepare for careers in science and engineering and develop problem-solving skills to address many of our global issues. Over the past several years, we have enacted an inclusive process to transition our elementary schools to NGSS:

- In 2013-2016 our elementary teachers implemented the teacher-created Science Instructional Reflection & Assessment (SIRA) to begin teaching the science practices of NGSS while using the CA FOSS curriculum, aligned to the 1998 CA science standards.
- In 2016-17 our teachers and community engaged in multi-step process to choose NGSS curriculum, resulting in the selection of Next Generation FOSS, developed at the Lawrence Hall of Science.
- In 2017-18, eight schools of the NGSS Cohort field-tested the full Next Generation FOSS curriculum so that OUSD could prepare systems, professional development, and tools to successfully implement NGSS across all 54 schools in 2018-19.
- In March-April of 2018, 20 elementary schools committed to participating in the OUSD NGSS Early Implementation Initiative, sending a team of teachers and principal to a week-long summer institute and enacting site NGSS implementation plans throughout the year.
- In May 2018, the Board of Education approved the adoption of NGSS FOSS and authorized the Superintendent to purchase the materials for \$1.8 million.
- Facing deep budget challenges, central leaders just determined that OUSD will not be able to purchase the new NGSS FOSS materials for students for the 2018-19 school year.



Current Request

The goal of this grant proposal is to ensure that the forward momentum around NGSS implementation in OUSD continues in the 2018-19. This summer of 2018, 20 elementary schools will be participating in a grant-funded, week-long NGSS Institute in partnership with local scientists as part of the state-wide NGSS Early Implementation Initiative. These schools are sending a team of teachers and their principal to be trained in NGSS, and have committed to implementing NGSS school-wide next year. In order to do this, they need NGSS-aligned materials.

We are requesting \$233,955 for the 2017-2018 school year to purchase Next Generation FOSS instructional materials to expand the number of schools using Next Generation FOSS from eight in 2017-18 to 22 in 2018-19, which includes all eight original NGSS Cohort schools as well as every elementary school participating in the OUSD NGSS Early Implementation initiative for 2018-19.

OUSD has already invested \$450,000 for the purchase of Next Generation FOSS kits for the eight schools in the NGSS Cohort in 2017-18. With an additional \$225,000 plus \$8,955 in 3.98% indirect costs, and an OUSD contribution of \$76,000, OUSD will be able to purchase additional teacher guides and student books so that the kits used by 8 schools in 2017-18 can be rotated through all 20 elementary schools attending the NGSS Institute and committed to implementing NGSS.

Thank you for your unwavering support of our work and we look forward to building a district where every student thrives!

Sincerely,

Wyla Johnson-Trammell

Superintendent

Sondra Aguilera

Senior Deputy Chief of Continuous School Improvement

Check Date: 7/20/2018

Payee/ID: Oakland Unified School District / 330

Check Amount:

\$233,955.00

Date 7/20/2018 Memo

A - 11210

Invoice # 11210

Amount

233,955.00

Payer: S.D. Bechtel, Jr. Foundation

S.D. Bechtel, Jr. Foundation P.O. Box 193809 San Francisco, CA 94119-3809

Wells Fargo Bank **Private Banking** San Francisco, CA 94163 11-4288-1210

010682

DATE

7/20/2018

CHECK AMOUNT

010682

\$233,955.00

TO THE Oakland Unified School District **ORDER** OF:

AUTHORIZED SIGNATURE

"OOO10682" #121042882# 1163818279#