

File ID Number	21-0558
Introduction Date	3/24/21
Enactment Number	21-0456
Enactment Date	3/24/2021 er
By	



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

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

March 24, 2021

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent  
Veronica Garcia, Principal, Oakland International High School  
Sondra Aguilera, Chief Academic Officer

Subject: Grant Agreement - Stuart Foundation - Learning Lab - Oakland International High School

**ACTION REQUESTED:**

Approval by the Board of Education of a Grant Agreement between the District and the Stuart Foundation, Grant Number 2021-3747, in the amount of \$200,000.00, to support the Oakland International Learning Lab as a regional hub for learning and development at Oakland International High School, for the period of January 15, 2021 through July 29, 2022, pursuant to the terms and conditions thereof for the grant years, if any.

**BACKGROUND:**

Grant Agreement for OUSD schools for the 2021-2022 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
21-0558	Yes	Grant	Oakland Unified School District, Oakland International High School	To support the Oakland International High School Learning Lab as a regional hub for learning and development.	January 15, 2021 - July 29, 2022	Stuart Foundaiton	\$200,000.00

**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: \$200,000.00

**RECOMMENDATION:**

Approval by the Board of Education of a Grant Agreement for Oakland International High School for fiscal years 2021-2022, pursuant to the terms and conditions thereof, if any.

**ATTACHMENTS:**

Grant Face Sheet  
Grant Agreement


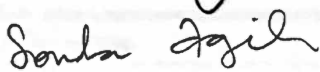
# OUSD Grants Management Face Sheet

<b>Title of Grant:</b> Regional Learning Lab Support Grant	<b>Funding Cycle Dates:</b> January 15, 2021 - July 29, 2022
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address) Sophie Fanelli, President Stuart Foundation 500 Washington Street, 8 <sup>th</sup> Floor San Francisco, CA 94111	<b>Grant Amount for Full Funding Cycle:</b>  \$200,000.00
<b>Funding Agency:</b> Stuart Foundation 500 Washington Street, 8 <sup>th</sup> Floor San Francisco, CA 94111 (415) 393-1551	<b>Grant Focus:</b> To support the Oakland International Learning Lab as a regional hub for learning and development.
<b>List all School(s) or Department(s) to be Served:</b> Oakland International High School	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant is focused on supporting the Learning Lab's teacher to principal pipeline and expanding in service opportunities for professional development to support newcomer students for early career administrators.
How will this grant be evaluated for impact upon student achievement?  (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.56% 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.)	Grant impact will be conducted through quarterly survey of participants as well as a final assessment. Metrics such as completion and continued employment in OUSD will be tracked.
Does the grant require any resources from the school(s) or district? If so, describe.	No
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?  (If yes, include the district's indirect rate of 5.56% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No

Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Carmelita Reyes, Senior Director, Strategic Projects Oakland Unified School District 4521 Webster Street, Oakland, CA 94609 510.597.4287 <a href="mailto:Carmelita.Reyes@ousd.org">Carmelita.Reyes@ousd.org</a>
---	---

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal/Administrator	Carmelita Reyes		2/26/21
Chief Academic Officer	Sondra Aguilera		2/26/2021

**Grant Office Obtained Approval Signatures:**

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

## Stuart Foundation GRANT AGREEMENT

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

---

### I. GRANTEE IDENTIFICATION

**Grantee:** Oakland Unified School District  
**Grant Number:** 2021-3747

### II. GRANT TERMS

**Total Grant Amount:** \$200,000  
**Grant Period:** 1/15/2021 - 7/29/2022  
**Grant Purpose:** To support the Oakland International Learning Lab as a regional hub for learning and development

### III. GRANTEE REPORTING REQUIREMENTS

#### Schedule of Reporting Requirements:

Due Date	Report Type	Notes
May 31, 2021	Mid-Project Check In	In lieu of a written interim report, program officers will be checking in.
September 1, 2022	Final Narrative & Financial	N/A

All forms and instructions can be downloaded at [www.stuartfoundation.org](http://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**

The intent of this grant is to continue to build the capacity of Oakland International as a learning training lab for Oakland and the Bay Area. The two areas of focus will be:

- Expanding regional partnerships supporting the teacher to principal pipeline fellowship, specifically exploring PLI and other public institutions with leadership programs that are equity-centered.
- Expanding in-service development opportunities including the newcomer community of practice fellowship for early career administrators who are in induction programs or part of alumni networks of regional institutions.

#### **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. 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 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, create derivative works, 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**

To the fullest extent permitted by law, 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**

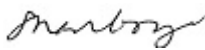
On behalf of the Stuart Foundation, I extend every good wish for the success of this work.

By:   
\_\_\_\_\_  
Sophie Fanelli  
President, Stuart Foundation

Date: 1/28/2021

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 Oakland Unified School District

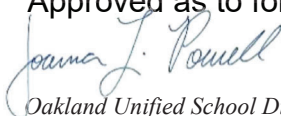
  
By: Shanthi Gonzales, President, Board of Education 3/25/2021  
*Signature of Authorized Officer, Director or Trustee*

Name: 

Title: Kyla Johnson Trammell, Secretary, Board of Education 3/25/2021

Date: \_\_\_\_\_

Approved as to form by OUSD Staff Attorney Joanna Powell on 2/17/2021.

  
Oakland Unified School District 2021-3747