

File ID Number	24-1565
Introduction Date	6/26/24
Enactment Number	24-1315
Enactment Date	6/26/2024
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**OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education**

June 26, 2024

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Fillmore Rydeen, Director, Visual and Performing Art Department

Subject: Grant Agreement - Save The Music Foundation, Inc. - Castlemont and Skyline High Schools - Visual and Performing Arts Department

ACTION REQUESTED:

Approval by the Board of Education of a Grant Agreement by and between the District and Save The Music Foundation, Inc., New York, NY, with former accepting music equipment valued at \$90,000.00 per school site, to support the development of OUSD music programs by increasing the number of students participating at Castlemont and Skyline High Schools, as described in the agreement submitted for the 2024-2025 grant cycle, incorporated herein by reference as though fully set forth, for the term June 3, 2024 - June 30, 2025.

BACKGROUND:

Grant Agreement for OUSD schools for the 2024-2025 fiscal year was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
24-1565	Yes	Grant	Oakland Unified School District, Castlemont and Skyline High Schools (via the Visual and Performing Arts Department)	To support the development of OUSD music programs by increasing the number of students participating.	June 3, 2024 - June 30, 2025	N/A	Value of \$180,000.00 (Music Equipment approximately valued at \$90,000.00 per school. No cash award.

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: \$180,000.00

RECOMMENDATION:

Approval by the Board of Education of a Grant Agreement for Castlemont and Skyline High Schools for fiscal year 2024-2025, pursuant to the terms and conditions thereof, for the grant year, if any.

ATTACHMENTS:

Grant Face Sheet
Grant Agreement

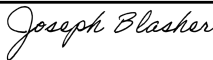
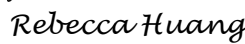
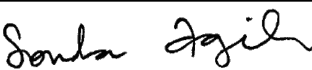
OUSD Grants Management Face Sheet

Title of Grant: J Dilla Music Tech Grant	Funding Cycle Dates June 3, 2024 – June 30, 2025
Grant's Fiscal Agent: (contact's name, address, phone number, email address) N/A	Grant Amount for Full Funding Cycle: N/A - Music Equipment valued at 90K per school. Not a cash award.
Funding Agency: Save the Music Foundation PO Box 2096, New York, NY 10108	Grant Focus: Developing OUSD music programs by increasing the number of students participating.
List all School(s) or Department(s) to be Served: Skyline High School and Castlemont High School	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	OUSD Visual and Performing Arts in Conjunction with the Arts Media and Entertainment pathway are developing programs that use music technology including digital audio workstations, to record and master student compositions. This award will provide technology for our students to access industry level techniques for live and recorded audio production.
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.)	Through interim and final reports sent to the Save the Music Foundation.
Does the grant require any resources from the school(s) or district? If so, describe.	The grant requires OUSD to maintain a music teacher position at each of the awarded schools.
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.)	Fillmore Rydeen Director of Visual and Performing Arts 1011 Union Street Oakland, CA 94607 Fillmore.rydeen@ousd.org 510-879-8200
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Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Joseph Blasher Rebecca Huang	 	5/7/2024
Chief Academic Officer	Sondra Aguilera		5/30/2024

Grant Office Obtained Approval Signatures:

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



June 3, 2024

Dr. Kyla Johnson
Superintendent
Oakland Unified School District
1000 Broadway
Oakland, CA 94612

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@SaveTheMusic

Dear Dr. Johnson,

On behalf of the Save The Music Foundation, in partnership with TikTok and The Frederick Lowe Foundation, we are pleased to inform you that Oakland Unified School District will be awarded two grants of new musical instruments and equipment to support the restoration of your district's music education programs.

The following schools will be awarded a grant of new musical instruments and equipment for the 2024-2025 school year upon signing the attached agreement:

- Castlemont High School – High School Music Tech Grant**
- Skyline High School – High School Music Tech Grant**

As you know, studies show that children involved in active music participation show improved performance in reading and math, score higher on standardized tests, are more likely to go on to college, and are less likely to be involved with gangs, drugs or alcohol abuse. We are thrilled to help you provide these valuable benefits to your students.

As a condition of receiving a grant from the Save The Music Foundation, you must sign and return the enclosed Grant Agreement by **June 10**. Please review the agreement at your earliest convenience, and sign online via DocuSign. You will receive a pdf copy of this agreement upon signing, and a hard copy will be mailed with each grantee school's welcome package. As soon as the agreement has been executed, we will make arrangements with your grantee schools relative to the delivery of the instruments.

If you have further questions, please contact us at tonya.hylton@savethemusic.org.

Congratulations!

DocuSigned by:

 DD6Z0740FFAB4E4...
 Henry Donahue
 Executive Director
 Save The Music Foundation

DocuSigned by:

 16803850E09649B...
 Tonya Hylton
 Western Regional Program Director
 Save The Music Foundation



Grant Agreement

between

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P.O. Box 2096

New York, NY 10108-2096

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Save The Music Foundation, Inc.
a not-for-profit corporation incorporated
under the laws of the State of New York
(hereinafter "STMF")
and
Oakland Unified School District
(hereinafter "Grantee")

As set forth in the Grant Letter dated May 6, 2024, incorporated herein by reference, STMF has made a grant of musical instruments to Castlemont High School and Skyline High School (the "Schools"), conditioned on Grantee's agreement to the conditions contained in this Grant Agreement. It is mutually agreed between STMF and Grantee as follows:

1. Grantee will provide for at least one (1) music teacher's salary (or full time equivalent staff) in its budget for the Schools for the school year during which it receives a grant of instruments from STMF and for each year following.

2. (a) Grantee will maintain music curriculum as part of the regular school curriculum, and will offer in-school music instruction at least once per week at the School(s), providing an average of forty-five (45) minutes of instructional time per week. Notwithstanding the foregoing, Grantor acknowledges and agrees that, as reasonably necessary, Grantee shall be entitled to undertake any of the activities described in this paragraph (2) virtually.

(b) Grantor further acknowledges and agrees that musical instruments and/or equipment may be "checked out" to students and teachers as reasonably necessary: (i) in the event that Grantee is required to undertake virtual music classes; (ii) so that students may practice; or (iii) as Grantee deems reasonably necessary in order to carry out the purposes hereof.

(c) In the event that any instruments and/or equipment "checked out", Grantee shall maintain good and accurate records of such instruments and/or equipment and shall remain solely responsible for such instruments and/or equipment, pursuant to the terms hereof.

(d) Grantee agrees to maintain its music instruction curriculum.

3. Grantee agrees to hire a certified music instructor for each of the Schools to design the music curriculum described in paragraph (2) above and to hire certified music instructors to teach the music classes described in paragraph (2) above. Grantee agrees to retain certified, qualified music instructor(s) for the program to teach at each School that has received instruments from STMF.

4. Each School will maintain actual possession of the instruments and equipment granted for its use. Grantee may not reallocate instruments without STMF's consent. In the event of a closure of the school, Grantee will notify STMF within thirty (30) days of the decision taken to close the School, at which time Grantee and STMF will decide upon the future use of the instruments and equipment used at that School. Grantee acknowledges that STMF may require return of such instruments and equipment to STMF.



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5. Grantee will ensure that each School maintains the instruments and equipment received from STMF in secure storage areas where the instruments and equipment will be safe from theft, or damage due to water, dust, or other factors. Grantee will assure that access to the instruments and equipment is limited to instructors, students, and any other school personnel with a need to have access to the instruments and equipment. Grantee retains sole responsibility under this Agreement for the obligations set forth in this Paragraph 5.

6. Grantee agrees to keep the donated instruments in good repair and to undertake normal maintenance of the instruments. To the extent that manufacturers' warranties cover repairs, Grantee agrees to return the instrument(s) in need of repair to the local music retailer to be returned to the manufacturer. Grantee will keep an inventory of the instruments received from STMF and, in the event that any instruments are lost, stolen, or damaged beyond repair, it will notify STMF immediately. STMF reserves the right to request return of all granted instruments if, in its judgment, Grantee is not maintaining the instruments in an appropriate manner.

7. Grantee agrees to file reports with STMF, on forms STMF will supply, as to the nature of grantee's music program, the frequency of music classes, staff qualifications, students enrolled, and related issues.

8. Grantee agrees to cooperate, and to cause each School to cooperate, in any data collection efforts or studies maintained by STMF to track the progress of students participating in the instrumental music instruction program described in paragraph (2) above and to promptly comply to promptly comply with all requests for information made in connection with such studies.

9. Grantee agrees that, upon request, representatives of STMF shall be provided with access to: (a) grantee's facilities, including the Schools; (b) documents related to the granted instruments and programs required herein; and (c) personnel employed by grantee in connection with the instrumental music instruction program, as necessary to monitor Grantee's compliance with this Agreement. STMF agrees to give reasonable notice of its desire to visit Grantee's facilities and to conduct any inquiries in a manner that minimizes disruption to Grantee's programs.

10. Grantee agrees that STMF has the right to require that grantee return the awarded instruments and equipment to STMF if any of the above conditions are not met. Should STMF request that grantee return the awarded instruments and equipment, grantee agrees to return them at its expense within ten (10) days of such request.

11. Grantee represents, warrants and covenants that it has the authority to enter into this Agreement, on behalf of itself and the Schools, and that the individual signing below has the authority to do so on behalf of the Grantee. Grantee further represents, warrants and covenants that no action, consent, approval or authorization including, without limitation, any action, approval, consent or authorization of any governmental or quasi governmental agency, commission, board, bureau or instrumentality, is necessary for Grantee to constitute this Agreement as the binding and enforceable obligation of Grantee and/or to consummate the transactions contemplated hereby.

12. Grantee shall defend, indemnify and hold harmless STMF, as well as its affiliates, officers, employees, agents and representatives from and against any claims, actions, damages, losses, expenses and other costs incurred by STMF including, without limitation, reasonable attorneys' fees, as a result of any breach of this Agreement by Grantee, or the inaccuracy or breach of



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any representation or covenant of Grantee contained herein.

13. This Agreement and the rights and obligations of the undersigned parties shall be governed by and construed according to the laws of the State of New York, as such laws are applied to agreements entered into and to be performed entirely within New York between New York residents. The undersigned hereby irrevocably submit to the exclusive personal jurisdiction and venue of any New York State or Federal Court located in the State of New York, County of New York over any action or proceeding arising out of any dispute between the undersigned. The parties consent to the personal jurisdiction and venue of such courts and further consent that any process, notice of motion or other application to either such court or a judge thereof may be served outside the State of New York by registered or certified mail or by personal service, provided that a reasonable time for appearance is allowed. Each party waives all objections based on lack of jurisdiction, or improper or inconvenient venue.

14. This Agreement may be executed in any number of counterparts, any of which may be executed and transmitted by email, facsimile or other electronic method, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. The provisions of this Agreement are severable. If a court of competent jurisdiction rules that any provision of this Agreement is invalid or unenforceable, such provision shall be replaced by another provision which is valid and enforceable and most closely approximates and gives effect to the intent of the invalid or unenforceable provision. Furthermore, such ruling shall not affect the validity or enforceability of any other provision of this Agreement.

16. No changes or amendments to this Agreement shall be recognized unless and until made in writing and signed by the parties hereto.

17. Grantee acknowledges and agrees that STMF must review and approve in writing all materials including, but not limited to, advertising, letters and news releases, that use the STMF trademarks, prior to production, printing and publication in any form, including in electronic form. Without limiting the generality of the foregoing, Grantee will not make any public statements or issue any press releases regarding this Agreement or the Grant without the prior written consent of STMF. In all cases, (i) such approval will not be unreasonably withheld and (ii) the STMF must be allowed reasonable turnaround time for such approval. Grantee further agrees that it will not give press interviews, or otherwise publicize this Agreement or the Grant, without the express written permission of STMF. This provision will survive the termination of this Agreement.



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IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed with full authority and effect on this 3th day of June, 2024.

SAVE THE MUSIC
FOUNDATION, INC.

DocuSigned by:

Henry Donahue

By: Henry Donahue
Its: Executive Director
6/3/2024

DATE

GRANTEE

Benjamin Davis
Benjamin Davis, President,
Board of Education
6/27/2024 *Kyla Johnson*

By: Kyla Johnson
Its: Superintendent

6/27/2028

DATE

Approve As To Form by OUSD Legal Department:

Jenine A. Lindsey 05/20/24
Jenine Lindsey, Asst. General Counsel
Interim General Counsel