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Enactment Number	
Enactment Date	



Board Cover Memorandum

To Board of Education

From Denise G. Saddler, Interim Superintendent

Sondra Aguilera, Chief Academic Officer

Vanessa Sifuentes, Deputy Chief, Secondary Education

James Treacy, Coach, Career Technical Education, High School Linked Learning

Office

Meeting Date October 8, 2025

Save the Music Foundation - J Dilla Music Technology Grant

Ask of the Board Approval by

Approval by the Board of Education of a Grant Agreement from Save The Music Foundation, Inc., for the J. Dilla Music Technology Grant, to support the donation of equipment and professional development services for the J. Dilla Music Technology Program for use in the CTE Media Arts classroom at Fremont High School's Media Academy, for the period of June 12, 2025 through June 30, 2026, at no cost to the District, pursuant to the terms and conditions thereof, if any.

Background

The J. Dilla Music Technology Grant is a program that provides equipment for students in music technology and audio production, and professional development for the teacher to maximize the use of the provided equipment. In the 2024-2025 school year, Skyline and Castlemont High Schools benefited from this program. This year, we are adding Fremont High School as the third school to benefit from this equipment donation.

Discussion

The key issue is approving the grant agreement for the J. Dilla Music Tech Grant, which does not include direct funds, but a donation of equipment and services for the Media Academy at Fremont High School

Fiscal Impact

No Fiscal Impact. This grant does not require a fiscal contribution from the Oakland Unified School District and only requires that a teacher position be connected to the grant. This requirement has been met by Fremont High School.

Attachment(s)

Grant Agreement



CHAIR

Jennifer Grady Crowell & Moring LLP

Candice Brancazio Paramount Media Networks

Bob Carrigan Audible

Jesse Collins Jesse Collins Entertainment

Wanda Coriano

Elena Diaz Paramount & Youth Group

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Henry Donahue Executive Director

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June 12, 2025

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

Dear Dr. Johnson,

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

The following school will be awarded a grant of new musical instruments and equipment for the 2025-2026 school year upon signing the attached agreement:

Fremont High School - J Dilla 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 July 15th. Please review and sign the agreement at your earliest convenience. 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 <u>Tonya.hylton@savethemusic.org</u>.

Congratulations!

Henry Donahue **Executive Director** Save The Music Foundation Tonya Hylton Western Regional Program Director Save The Music Foundation



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@SaveTheMusic

Grant Agreement

between

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 **June 12**, **2025**, incorporated herein by reference, STMF has made a grant of musical instruments to Fremont 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' warrantees 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.



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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 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.



IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed with full authority and effect on 12th of June, 2025.

SAVE THE MUSIC **BOARD OF DIRECTORS** FOUNDATION, INC. **GRANTEE**

Candice Brancazio Paramount Media Networks

Bob Carrigan Audible

CHAIR

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By: Denise G Saddler

Its: Interim Superintendent & Interim Secretary, Board of

Education

DATE

By: Henry Donahue

Its: Executive Director

DATE

Approved As To Form by OUSD Legal Department

08/21/25

Roxanne De La Rocha, Staff Attorney

By: Jennifer Brouhard

Its: President, Board of Education

DATE:



J DILLA MUSIC TECH GRANT



ABOUT

The J Dilla Music Tech Grant serves public high schools that are expanding their music programs to include music technology tools and curriculum. This revolutionary program reflects how music is being made today by bringing integrated 21st century skills to local communities and school districts. Our goal is to bring out students' inner creativity, talent, and confidence by teaching them the fundamentals of electronic music creation, recording, and production.

For more information on J Dilla and exploring music technology, go to www.savethemusic.org/jdilla

WHAT IS INCLUDED IN THE GRANT?

Each J Dilla Music Tech Grant includes approximately \$90,000 worth of new musical instruments and equipment, focusing both in individual student digital music production (student producer rigs), collaborative work in recording, mixing and mastering (classroom equipment), and teacher mentorship and professional development:



1

EACH STUDENT PRODUCER RIG INCLUDES:

- Electronic instruments
- Tablets or Chromebooks & Digital Music software
- Sound Equipment
- · Cases & Accessories

2

CLASSROOM EQUIPMENT INCLUDES:

- Electronic instruments and guitars
 - DJ Equipment
 - Sound Equipment
 - · Computers, accessories, and programs
 - · Curricular and resource books
 - · Cables, adapters, hard drives, etc.

3

MENTORSHIP AND PROFESSIONAL DEVELOPMENT:

 The grantee teacher receives a one-year mentorship from an organization in their community who specializes in music production. This mentorship provides the necessary handson support and guidance to effectively set-up and implement the grant that will optimize teacher, classroom, and student success. Professional development opportunities such as virtual roundtables are also provided for the grantee teacher.

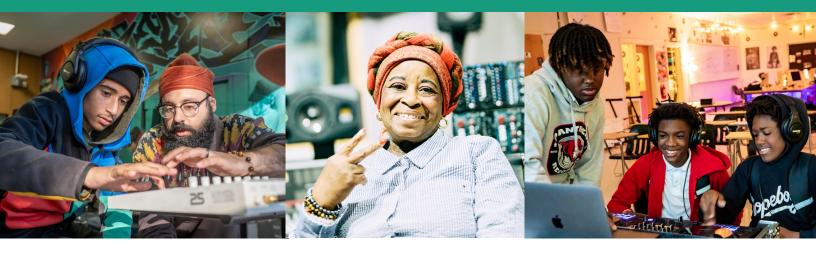






J DILLA MUSIC TECH GRANT





J DILLA GRANT REQUIREMENTS

In order to qualify, a school must:

- Be a public high school
- · Hire at least one full-time certified teacher and schedule music tech class as part of the regular school day
- Schedule a minimum of 45 minutes of instruction per week for each student
- · Have a room dedicated for instruction and designate adequate, secure storage space for equipment
- · Complete annual progress reports and host representatives from Save The Music for check-in visits
- · Maintain working condition of all donated technology and equipment

"The J Dilla Music Tech Grant will undoubtedly help empower Therrell High School students and unlock their creativity and confidence needed to be successful in today's world."

- Samuel Davis, Music Teacher at Therrell High School



- "Students are developing realistic skills to consider a future in music production and related
- Christopher Maneke, Music Teacher at Southwestern Classical Academy



- "Every student involved here is going through their own internal struggles, and our music program has created a safe space for these youth to be able to grow, learn, and heal through music"
- Mandeep Sethi, Music Teacher at June Jordan High School



Learn more about our grants, find music education resources, and see how you can advocate for music education in your community by visiting www.savethemusic.org/how-we-work/



