



# **SCHOOL BOARD ACTION REPORT**

**DATE:** March 28, 2019  
**FROM:** Ms. Denise Juneau, Superintendent  
**LEAD STAFF:** Michael Stone, Director of Grants, [mastone@seattleschools.org](mailto:mastone@seattleschools.org);  
JoLynn Berge, Chief Financial Officer, [jdberge@seattleschools.org](mailto:jdberge@seattleschools.org)

**For Introduction:** May 1, 2019  
**For Action:** May 15, 2019

## **1. TITLE**

Acceptance of the League of Education Voters Foundation (LEVf) grant to South Shore PreK-8.

## **2. PURPOSE**

This Board Action Report is to accept the LEVf grant of up to \$4,000,000, up to \$1,000,000 for the 2019-20 school year, up to \$1,000,000 for the 2020-21 school year, with an option to grant up to \$2,000,000 for the 21-22 and 22-23 school years for South Shore PreK-8 School.

## **3. RECOMMENDED MOTION**

I move that the School Board authorize the Superintendent to accept the LEVf Grant of up to \$2,000,000 for 2019-2021, with the option of up to \$2,000,000 for 2021-2023 for South Shore PreK-8.

## **4. BACKGROUND INFORMATION**

- a. Background:** This partnership between the School District and The New School Foundation (merged with LEV in 2011) was formed in 2003. It began with a Memorandum of Understanding (MOU) that evolved into a Partnership Agreement in 2006. The school's first year, 2002-2003, began with PreK and K. In each subsequent year, the school grew by one grade until it reached its current size, a PreK-8 **with 539 students**. The funding source of the grant was a private individual who chose to be anonymous.

The program supports a child's whole mind, body and spirit by providing integrated PreK, reduced class size, and additional staff in grades K-3, a wellness component and other enrichments. Additional details of program investment areas are included in the grant document attached.

Initially, the grant was governed by a Partnership Agreement that provided for an annual grant renewal subject to review of the program success and an integrated budget. The funding made up a significant portion of the school's budget (86% in 2002-2003). Funding peaked in 2006 at \$1,556,000 (40% of the school's budget). Over time as the school has grown and other funding sources have been secured, LEVf funding has decreased to an annual pledge of \$1,000,000, which is about 20% of the school's budget, excluding Special Education programs which were added in 2010.

With the expiration of the original partnership agreement, and the lesser size of the funding, it makes sense to revisit how the collaboration between LEVF and the School District is formalized. Under the original agreement, there were multiple grant documents generated each year including a Letter of Intent, an integrated budget and budget guidelines. By incorporating these into a single grant document which still includes the relevant pieces of the original agreement, the process is streamlined.

- b. Alternatives:** Not accept the funds. This is not recommended, as the loss of these funds would severely impact the health and well-being of the students at South Shore, as well as reduce the number and quality of supplemental educational supports available to some of the students with highest needs.
- c. Research:** The grant agreement and associated outcomes for 2019-2021 are being jointly developed with LEVF, the Director of Schools, and South Shore PreK-8.

**5. FISCAL IMPACT/REVENUE SOURCE**

Fiscal impact to this action will be up to \$1,000,000 per school year for the 2019-20, 2020-21, 2021-22, and 2022-23 school years.

The revenue source for this motion is League of Education Voters Foundation.

Expenditure:  One-time  Annual   Multi-Year  N/A

Revenue:  One-time  Annual  Multi-Year  N/A

**6. COMMUNITY ENGAGEMENT**

With guidance from the District’s Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

The South Shore Community is involved in the process for the use of the funds provided through the LEVF grant.

**7. EQUITY ANALYSIS**

The Equity Analysis Tool was not used for this Board Action report, as in this case, the donor specifically requested to donate the grant funds to South Shore PreK-8. South Shore PreK-8 has approximately 537 students from around the Southeast Region of Seattle. The school has a diverse population of students, 11% Latino, 23% Asian/Pacific Islander, 45% African American

or African descent, 9% White and 10% identifying as two or more races, and with 63% qualifying for free and reduced lunch.

**8. STUDENT BENEFIT**

The LEVF funding helps support the whole child at South Shore PreK-8 through therapeutic and Social Emotional supports for all students to access. As well, it will provide instructional coaching support for all teachers.

**9. WHY BOARD ACTION IS NECESSARY**

- Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- Adopting, amending, or repealing a Board policy
- Formally accepting the completion of a public works project and closing out the contract
- Legal requirement for the School Board to take action on this matter
- Board Policy No. \_\_\_\_\_, [TITLE], provides the Board shall approve this item
- Other: \_\_\_\_\_

**10. POLICY IMPLICATION**

Per Board Policy No. 6114, the acceptance of grant funds in excess of \$250,000 require School Board approval.

**11. BOARD COMMITTEE RECOMMENDATION**

This motion was discussed at the Audit & Finance Committee meeting on April 22, 2019. The Committee reviewed the motion and moved it forward with a recommendation for approval by the full Board.

**12. TIMELINE FOR IMPLEMENTATION**

Upon approval of this motion, Superintendent Juneau will sign the agreement, the funding will be loaded the budget, and the hiring of staff will occur.

**13. ATTACHMENTS**

- South Shore PreK-8/LEVF Grant Agreement 2019-2023 DRAFT (for reference)



## GRANT AGREEMENT

This Grant Agreement (this “Agreement”) is entered into by and between **LEV Foundation**, a Washington nonprofit corporation (“LEV”) and Seattle School District #1, a political subdivision of the state of Washington (“Grantee” or “the District”). This Agreement shall be effective as of September 1, 2017 (the “Effective Date”).

### RECITALS

- A. LEV has fiduciary responsibility and is the project manager for restricted private funding for up to \$2,000,000. Such funds are intended to cover two school years beginning September 1, 2019 and ending August 31, 2021, with an option to renew for two more years beginning September 1, 2021 and ending August 31, 2023 for a total of four years of funding;
- B. The purpose of the Grant is to provide financial support to Grantee solely for the benefit of South Shore School (“South Shore”) to enhance its educational and wellness programs and help attain high academic achievement for all students in the school with the intention that many students from low income families will benefit. South Shore will demonstrate how a school where students and their families are known, engaged and supported; where learning challenges are prevented or identified and mitigated early; and where a school’s academic program is intentional, supported by on-going professional development, and evolves constantly in response to feedback from assessments and families, can produce extraordinary outcomes. This approach to education will ensure equity of opportunity and outcomes for all students to a degree that is more difficult to attain in regularly funded public schools.
- C. Grantee has agreed to undertake certain activities and obligations and make certain covenants;
- D. LEV desires to make a grant to Grantee to be given pursuant to the terms and conditions in this Agreement;

**NOW, THEREFORE**, LEV and the Grantee hereby agree as follows:

**1. Grant; Use of Grant Funds.** LEV shall award Grantee grant funds in the amount of up to \$4,000,000. Such grant funds shall be given in accordance with the Grant Budget and on the following schedule:

<b>Payment Date</b>	<b>Payment Amount</b>	<b>Deliverable</b>	<b>Due Date</b>
School Year 2019-2020	Up to \$1,000,000	Twelve monthly invoices for reimbursable expenses agreed upon as part of the approved grant budget (see Obligations of Grantee)	Monthly beginning October 15, 2019 for prior month end
School Year 2020-2021	Up to \$1,000,000	Twelve monthly invoices for reimbursable expenses agreed upon as part of the approved grant budget (see Obligations of Grantee)	Monthly beginning October 15, 2020 for prior month end
School Year 2021-2022 Optional based on donor review	Up to \$1,000,000	Twelve monthly invoices for reimbursable expenses agreed upon as part of the approved grant budget (see Obligations of Grantee)	Monthly beginning October 15, 2021 for prior to month end
School Year 2022-2023 Optional based on donor review	Up to \$1,000,000	Twelve monthly invoices for reimbursable expenses agreed upon as part of the approved grant budget (see Obligations of Grantee)	Monthly beginning October 15, 2022 for prior to month end
Award Total	Up to \$4,000,000		

Grantee may not use funds provided under this Agreement (“Grant Funds”) for any other purpose other than those agreed to in the Grant Budget, nor may Grantee use Grant Funds to reimburse any expenses incurred prior to the start date of the Agreement, or the specified school year.

The District shall continue to be responsible for and shall provide maintenance, custodial, and capital funding, K-8 transportation, including all supplies for a basic classroom, including district-adopted curriculum materials, to South Shore.

There is no carryover of unused Grant Funds from school year to school year, nor upon termination of this agreement.

The District will maintain adequate accounting records related to South Shore. The District will make such records available to LEV upon request to enable LEV to monitor and evaluate how Grant Funds have been used.

**2. Tax-Exempt Status.** Grantee confirms that it is exempt from federal income tax under section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the “Code”).

**3. Obligations of Grantee.** Grantee agrees to support program elements and activities, including, but not limited to the following:

- **Early Childhood Education Supports:** Maintain the original goals of LEV funding to support preK-3 classrooms so that they a) support small class sizes of 18:1 and b) provide learning supports that create a foundation for student academic and social-emotional growth in all grades.
- **High-quality Instruction and Learning Supports:** Develop a true Multi-Tiered System of Supports (MTSS) to meet the needs of the whole child and support and track student academic growth. A three-person administrative team will design and lead the implementation of a comprehensive and coherent instructional program across preK through 8<sup>th</sup> grades, build a collaborative, data-driven staff culture, and facilitate effective communication between educators, students, and families focused on student learning.
- **Student wellness and extended learning opportunities:** Continue to provide the support of a comprehensive school-based wellness team including a school based social worker and behavioral clinical specialist. Continue to provide hands-on learning opportunities, including but not limited to music, arts, and environmental education, including gardening with Tilth. In addition, continue to provide families with before and after school programs to support overall student well-being.
- **Develop a culturally responsive workforce:** Establish a culture that supports every educator in examining and interrupting implicit bias, both in his or her own actions as well as in the broader school environment; doing so is critical for maintaining high academic and behavioral expectations for all students and for strong relationships with all students.
- **Develop and share best practices:** Continue to use funds generated for South Shore to share best practices and foster inter-school learning in Southeast and Central Seattle so that other students in need may also benefit from what we are learning.

### **South Shore Program Review and Evaluation**

LEV will work with South Shore Leadership to plan and execute regular visits to South Shore. Their purpose will be to observe and reflect on recent accomplishments, to discuss progress

towards grant goals, and to consider modifications to the grant program that might help attain objectives. The visiting committee should be comprised of LEV staff and board members, District administrative leaders and other interested parties as approved by LEV and South Shore's Principal.

LEV may hire an outside consultant to assist with the evaluation of the effectiveness of the South Shore relative to program goals. The District will provide to the LEV copies of documents that show, without personally identifiable student information and to the extent permitted by law, South Shore test scores, attendance information, school demographic data and other wellness data including but not limited to school climate surveys of students and staff and baseline academic testing results to aid in the evaluation. South Shore leaders and staff will cooperate with reasonable evaluator requests for interviews and data collection. The evaluation will be designed with full consultation of South Shore leaders and staff, as well as interested district personnel, to assure that the evaluation collects information that the school will find valuable. LEV will share all evaluation reports and findings relevant to South Shore with South Shore and District.

#### **South Shore Program Goal Setting and Budget Process**

For each school year covered by this grant, and in accordance with the District's annual budget calendar, South Shore and LEV will agree together on program goals and the grant budget. South Shore's building leadership team will be involved in the process of setting these goals, and integrating the grant funds into South Shore's annual budget. LEV will determine a preliminary grant amount to South Shore to enable South Shore to complete the budget process. LEV's final grant amount will be confirmed only after LEV has had an opportunity to review South Shore's submitted budget by the school principal.

If at any time budget revisions affecting LEV's grant is necessary, South Shore will submit a written request to LEV.

#### **South Shore Principal and Assistant Principal Selection**

In alignment with the goal of ensuring hiring committees reflect the diversity of the community as stated in School Board Policy No. 5000, Recruitment and Selection of Staff, and in the School District's Site-Based Hiring Manual, LEV will have a meaningful opportunity to participate in the selection process of a principal and assistant principal by the district for selecting the principal and assistant principal. This will include participation of a LEV representative in the full site-based selection process before the Superintendent makes the final hiring decision.

- 4. Grantee Covenants.** Grantee covenants as follows:
  - a. The District will not penalize South Shore's public funding and opportunities to apply for grant funding through the District in any way by being jointly funded with private funds from LEV. South Shore will be considered on par with all other applicants for

grants or other funding opportunities without regard to funding by the LEV or other funding sources. Grantee agrees that private funding provided to South Shore will supplement, not supplant, public funding for the school;

- b. The District will fund South Shore on the same basis that it funds its other PreK-8 schools, including basic education funds, state and federal compensatory funds (e.g. LAP and Title I), bilingual education funds, special education funds, local operations and capital levy funds, and Families and Education Levy funds, and any other public funds that become routinely available to students and schools in the District. South Shore will also receive school grants, central instruction funds, and other support funds, on the same basis as they are allocated to other schools. South Shore will receive notice of all opportunities to apply for grant funding through the District for which they are eligible to compete.

**5. Termination.** LEV has the right at its discretion to terminate or suspend the grant if (a) LEV is not reasonably satisfied with Grantee's progress on Grantee's obligations with respect to South Shore; or (b) significant leadership or other changes occur that LEV believes may threaten South Shore; or (c) Grantee fails to comply with any term or condition of this Agreement. If termination as provided herein occurs between September 1, 2019 and April 30, 2020, continued funding by LEV Foundation, shall cease as of the conclusion of that academic year on August 31, 2020. Should termination occur on May 1, 2020 or thereafter, LEV shall only be obligated to provide sufficient funding to enable the school to fund the positions as agreed to in the grant budget for the subsequent school year.

**6. Compliance with Laws.** In carrying out the grant obligations, you will comply with all applicable laws, regulations, and rules.

**7. Relationship of the Parties.** Nothing in this Agreement shall constitute the naming of either party hereto as an agent or legal representative of the other party for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, employment, partnership, or joint venture between the parties hereto.

**8. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**9. Entire Agreement.** This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof; it supersedes any prior agreement and understandings among the parties as to such matters, oral or written, all of which are hereby cancelled.

**10. Assignment.** This Agreement or any rights or obligations under this Agreement may not be assigned without LEV's prior written consent. An assignment includes (a) any



transfer of South Shore, (b) an assignment by operation of law, including a merger or consolidation, or (c) the sale or transfer of all or substantially all of South Shore's assets.

**11. Severability, Amendments.** The provisions of this Agreement are severable so that if any provision is found to be invalid, illegal or unenforceable, such finding shall not affect the validity, construction or enforceability of any remaining provision. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.

**Remainder of page intentionally left blank**

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

**LEV:**

**LEV Foundation**, a Washington nonprofit corporation

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By: Laura Hitchcock

Its: Interim Chief Executive Officer

**GRANTEE:**

**Seattle School District #1**

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By: Ms. Denise Juneau

Its: Superintendent