

File ID Number	17-0813
Introduction Date	9/11/17
Enactment Number	
Enactment Date	
By	



**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Office of the Superintendent**

October 11, 2017

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent

Subject: Grant Award- Oakland Public Education Fund - Summer Math Bridge Program - Summer Learning Programs

**ACTION REQUESTED:**

Approval by the Board of Education of Grant Agreement Between Oakland Education Fund and District, with the latter accepting from the Fund, \$165,000.00, for the Summer Math Bridge Program, an intensive algebra summer intervention program serving 250 students, preparing them for a more successful year in Algebra class next school year, for the term July 1, 2017 through June 30, 2018, pursuant to the terms and conditions thereof, via the Community Schools and Student Services Department.

**BACKGROUND:**

Grant proposal for OUSD schools for the 2017-2018 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
17-0813	Yes	Grant	Oakland Unified School District Summer School Hub Sites	For the Summer Math Bridge Program to support an intensive algebra summer intervention program serving up to 250 students to help prepare them for a more successful year in algebra class the next school year.	7/1/17 - 6/30/18	Oakland Public Education Fund	\$165,500.00

**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: \$165,500.00

**RECOMMENDATION:**

Approval by the Board of Education of Grant Agreement Between Oakland Education Fund and District, with the latter accepting from the Fund, \$165,000.00, for the Summer Math Bridge Program, an intensive algebra summer intervention program serving 250 students, preparing them for a more successful year in Algebra class next school year, for the term July 1, 2017 through June 30, 2018, pursuant to the terms and conditions thereof, via the Community Schools and Student Services Department.

**ATTACHMENTS:**

Grant Award Letter, Oakland Public Education Fund



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With *Every* Consent Agenda Contract.**

**Legislative File ID No.** 17-0813

**Department:** 922/Summer Learning Programs/Community Schools and Student Services Department

**Vendor Name:** The Oakland Public Education Fund

**Contract Term:** Start Date: 07/01/2017 End Date: 06/30/2018

**Annual Cost:** \$ 165,500.00

**Approved by:** Julie McCalmont, Andrea Bustamante

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

We applied for this grant in partnership with the Oakland Public Education Fund in order to implement an intensive summer algebra program that can help prepare students for the upcoming school year.

**Summarize the services this Vendor will be providing.**

Elevate (Math) provides curriculum, professional development and instructional coaching during summer programming. They will also provide pre/post math assessment and data analysis.

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

Per pupil cost is comparable to other summer programs, yet the quality and program design is considered higher caliber.

2) Please check the competitive bid exception relied upon:

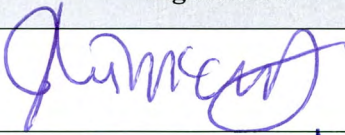

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

OUSD Grants Management Face Sheet

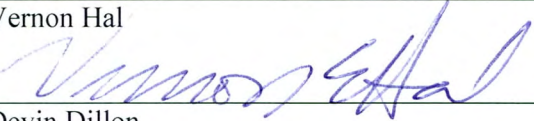
<b>Title of Grant:</b> Summer Math Bridge to 9	<b>Funding Cycle Dates:</b> July 1, 2017 through June 30, 2018
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address) David C. Korsak, CNAP Chief Financial Officer The Oakland Public Education Fund PO Box 27148 Oakland, CA 94602 (510) 221-6968 <a href="mailto:david@oaklandedfund.org">david@oaklandedfund.org</a>	<b>Grant Amount for Full Funding Cycle:</b>  \$165,500.00
<b>Funding Agency:</b> The Oakland Public Education Fund PO Box 27148 Oakland, CA 94602	<b>Grant Focus:</b> Summer Math Bridge Program serving up to 250 students.
<b>List all School(s) or Department(s) to be Served:</b>  All Summer School hub sites.	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant will support an intensive algebra summer intervention program serving 250 students. This summer bridge program will help prepare students for a more successful year in Algebra class the next school year.
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 5.48% 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.)	Students will be assessed via pre and post assessments to judge growth. Students' progress in their Algebra class will be tracked the following school year.
Does the grant require any resources from the school(s) or district? If so, describe.	The district provides funding for facilities, and other support staff including Principal, attendance clerk, security officer, and custodial costs.
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 5.48% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Yes.
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.)	Julie McCalmont, Coordinator, Expanded Learning Summer Learning Programs 1000 Broadway, Suite 150 Oakland, CA 94607 510-879-2709 <a href="mailto:Julie.McCalmont@ousd.org">Julie.McCalmont@ousd.org</a>

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal	Julie McCalmont		
Department Head (e.g. for school day programs or for extended day and student support activities)	Andrea Bustamante		

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Interim Superintendent	Devin Dillon		



Oakland Public Education Fund  
PO Box 71005  
Oakland, CA  
94612



July 31, 2017

Dear Julie McCalmont,

On behalf of The Oakland Public Education Fund Board of Directors, I am pleased to inform you that a grant has been approved in the amount of \$165,500.00 for the project: Oakland Unified School District.

This agreement forms the contract between the Oakland Public Education Fund and Oakland Unified School District. (Grantee). Please read it carefully as it outlines the conditions of the grant as well as the payment and reporting schedules. If you can agree to the terms and conditions please sign this agreement. No funds will be disbursed until this agreement has been returned.

As a local education fund, our ability to fund important programs such as yours is contingent upon ongoing support from the Bay Area community. We look forward to partnering with you to let others know about the importance of philanthropy. Please include us in any communications connected with the grant, including press releases, programs, announcements, invitations, stories in the media, annual reports, and newsletters, and submit copies of any such publications with your reports. If your organization has a website, please link to [www.oaklandedfund.org](http://www.oaklandedfund.org). Our logo is available upon request. Any statement about Oakland Public Education Fund policy should be cleared in advance through our Communications Manager Mia Murrietta ([mia@oaklandedfund.org](mailto:mia@oaklandedfund.org)).

The Oakland Ed Fund is deeply honored to join you in the work of helping every Oakland public school student learn, grow, and thrive.

Warmly,

A handwritten signature in black ink, appearing to read "Brian Stanley".

Brian Stanley, Ed.D.  
Executive Director  
Oakland Public Education Fund



Oakland Public Education Fund  
PO Box 71005  
Oakland, CA  
94612

1. If not already on file, grantee shall provide the Ed Fund with its governing documents, a completed and filed IRS Form SS-4 or other documentation satisfactory to the Ed Fund, showing Grantee's separate existence as an organization.
2. Grantee shall use the grant solely for the project described in the accompanying cover letter, and Grantee shall repay to the Ed Fund any portion of the amount granted which is not used for that project. Any changes in the purpose for which grant funds are spent must be approved in writing by the Ed Fund before implementation. ~~the~~ Ed Fund retains the right, if Grantee breaches this Agreement, or if Grantee's conduct of the project jeopardizes the Ed Fund's legal or tax status, to withhold, withdraw, or demand immediate return of grant funds, and to spend such funds so as to accomplish the purposes of the project as nearly as possible within the Ed Fund's sole judgment. Any tangible or intangible property, including copyrights, obtained or created by Grantee as part of this project shall remain the property of Grantee.
3. An administrative charge of 0 percent will be deducted from all amounts paid into the restricted fund. Such fees, interest, and charges are necessary to compensate the Ed Fund for its services administering the funds, and thus become unrestricted rather than restricted assets when paid.
4. Nothing in this Agreement shall constitute the naming of Grantee as an agent or legal representative of ~~the~~ Ed Fund 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, partnership, or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.
5. Grantee shall submit full and complete reports to the Ed Fund in compliance with the schedule presented in the letter accompanying this agreement. The report shall describe the charitable programs conducted by the Grantee with the aid of this grant and the expenditures made with grant funds, and shall report on the Grantee's compliance with the terms of this grant.
6. Grantee shall ensure that the Ed Fund is included in any communications connected with the grant including press releases, programs, announcements, invitations, stories in the media, annual reports, and newsletters. Grantee will submit copies of any such publication with project report(s). Finally, Grantee will ensure that any mention of the Ed Fund on all printed material shall read: " 'Project Name' has been made possible (in part) by the sponsorship of the Oakland Public Education Fund, with funding provided by (fundere)s" or an alternate credit to be agreed upon between you and the Ed Fund.
7. This grant is not to be used in any attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). No agreement, oral or written, to that effect has been made between the Ed Fund and Grantee.
8. Grantee shall not use any portion of the funds granted herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).
9. Grantee shall notify the Ed Fund immediately of any change in (a) Grantee's legal or tax status, and (b) Grantee's executive or key staff responsible for achieving the grant purposes.
10. In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, shall be determined by arbitration in Alameda County, CA, before one arbitrator. The arbitration shall be administered by Judicial Arbitration and Mediation Services (JAMS) pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs of sustaining its position. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement shall be interpreted and construed in accordance with the laws of the State of California applicable to contracts to be



Oakland Public Education Fund  
PO Box 71005  
Oakland, CA 94612

BRIDGE BANK  
1951 Webster Street  
Oakland, CA 94612  
(510) 899-7500  
90-4363/1222

08/11/2017

PAY TO THE  
ORDER OF

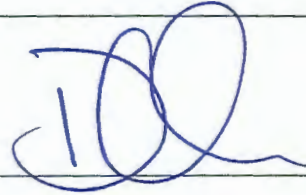
Oakland Unified School District

\*\*165,500.00\*\*  
\$

\*\*\*One Hundred Sixty Five Thousand Five Hundred Dollars\*\*\*

DOLLARS (

Oakland Unified School District  
1000 Broadway  
Oakland, CA 94607



MEMO

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⑈ 2 8 0 0 2 1 4 1 7 1 ⑈

Oakland Public Education Fund/PO Box 71005

V-0434--Oakland Unified School District  
Print As: Oakland Unified School District

1000 Broadway  
Oakland, CA 94607

Torrey Pines Bank 013432  
Checking - 4171 4171  
Date: 08/11/2017

Date	Bill #	Reference Number	Fund	Amount Entered	Amount Paid
Acct	Memo	Department ID			
08/11/2017	17-07-02372208.1				
7020--Grants to other org	Middle School summer math program	NA	OUSD	\$165,500.00	\$165,500.00
Net Amount:					\$165,500.00



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94612



July 31, 2017

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As a local education fund, our ability to fund important programs such as yours is contingent upon ongoing support from the Bay Area community. We look forward to partnering with you to let others know about the importance of philanthropy. Please include us in any communications connected with the grant, including press releases, programs, announcements, invitations, stories in the media, annual reports, and newsletters, and submit copies of any such publications with your reports. If your organization has a website, please link to [www.oaklandedfund.org](http://www.oaklandedfund.org). Our logo is available upon request. Any statement about Oakland Public Education Fund policy should be cleared in advance through our Communications Manager Mia Murrietta ([mia@oaklandedfund.org](mailto:mia@oaklandedfund.org)).

The Oakland Ed Fund is deeply honored to join you in the work of helping every Oakland public school student learn, grow, and thrive.

Warmly,

Brian Stanley, Ed.D.  
Executive Director  
Oakland Public Education Fund



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## SECTION 1: PROJECT FUNDING OVERVIEW

Name of Project	Oakland Unified School District
Date Approved	July 31, 2017
Funding Source	Oakland Public Education Fund, Bloomberg Philanthropies
Amount of Grant	\$165,500.00
Grant Period	<b>Grant Start:</b> January 1, 2017 <b>Grant End:</b> December 29, 2017
Reporting Requirements & Due Dates	<b>Final Report:</b> 12/31/17

## SECTION 2: GRANT PURPOSE AND EXPECTED OUTCOMES

It is mutually understood that this grant is awarded with the expectation that you will expend the entire amount to address the following agreed-upon purpose and objectives. *While minor changes in plan are expected, if you or the team responsible for this grant wishes to modify these fundamental intentions of the project, you must seek prior approval of the Oakland Public Education Fund.*

### PURPOSE OF THIS GRANT

Launching an intensive summer math program for middle school students.

### STEPS YOU WILL TAKE TO ACHIEVE YOUR RESULTS

High quality summer math intervention program implemented that serves at least 250 students across Oakland

### WHAT WILL CHANGE AS A RESULT OF YOUR PROJECT

90% Summer bridge participants will receive "C" or better on semester report card in Algebra/math class.

50% of Students participating in summer math bridge program will reach content mastery by end of summer program.

## SECTION 3: DISBURSEMENT

You have told us that you wish to: Issue grant to OUSD.

The Oakland Unified School District Board of Education must approve receipt of grants by Oakland the District above a certain limit. You should plan on the board approval process taking at least thirty days from submission. Please work closely with the appropriate OUSD staff to ensure this process moves quickly and the work can begin on time.

## SECTION 4: GRANT AGREEMENT

This grant was solicited using the 501(c)(3) designation of the Oakland Public Education Fund (the Ed Fund). Therefore, the Ed Fund is obligated to serve as the fiscal sponsor for these funds and as such has a unique role in ensuring that these charitable funds are expended in ways that align with applicable state and federal laws, I.R.S. Codes, and funder intent.

On July 31, 2017, the Oakland Public Education Fund decided that financial support of the project described in the cover letter accompanying this agreement will further the Ed Fund's tax-exempt purposes. Therefore, the Ed Fund has created a restricted fund designated for such a project and has decided to grant all amounts that it may deposit to that fund, less any administrative charge as set forth below, to Oakland Unified School District (Grantee), subject to the following terms and conditions:



Oakland Public Education Fund  
PO Box 71005  
Oakland, CA  
94612

1. If not already on file, grantee shall provide the Ed Fund with its governing documents, a completed and filed IRS Form SS-4 or other documentation satisfactory to the Ed Fund, showing Grantee's separate existence as an organization.
2. Grantee shall use the grant solely for the project described in the accompanying cover letter, and Grantee shall repay to the Ed Fund any portion of the amount granted which is not used for that project. Any changes in the purpose for which grant funds are spent must be approved in writing by the Ed Fund before implementation. The Ed Fund retains the right, if Grantee breaches this Agreement, or if Grantee's conduct of the project jeopardizes the Ed Fund's legal or tax status, to withhold, withdraw, or demand immediate return of grant funds, and to spend such funds so as to accomplish the purposes of the project as nearly as possible within the Ed Fund's sole judgment. Any tangible or intangible property, including copyrights, obtained or created by Grantee as part of this project shall remain the property of Grantee.
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7. This grant is not to be used in any attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). No agreement, oral or written, to that effect has been made between the Ed Fund and Grantee.
8. Grantee shall not use any portion of the funds granted herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).
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10. In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, shall be determined by arbitration in Alameda County, CA, before one arbitrator. The arbitration shall be administered by Judicial Arbitration and Mediation Services (JAMS) pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs of sustaining its position. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement shall be interpreted and construed in accordance with the laws of the State of California applicable to contracts to be



Oakland Public Education Fund  
PO Box 71005  
Oakland, CA  
94612

performed entirely within such State. Time is of the essence of this Agreement and of each and every provision hereof. The failure of the Ed Fund to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights.

- 11. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed entirely within such State.

This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. All Exhibits hereto are a material part of this Agreement and are incorporated by reference. This Agreement, including any Exhibits hereto, may not be amended or modified, except in a writing signed by all parties to this Agreement.

Understood and agreed to,

Grantee Signature

Oakland Ed Fund Authorized Signature

DocuSigned by:  
*Julie McAlmont*  
Signature: 333F68692CE0405...

DocuSigned by:  
*David Korsak*  
Signature: 50EFF7F95B9B4E6...

Title: Coordinator, Summer Learning Programs

Title: Chief Financial Officer

Date: August 6, 2017 | 8:25:13 PM PDT

Date: August 2, 2017 | 6:53:40 PM PDT



Dear Superintendent Dillion,

The Oakland Public Education Fund has worked with a funder to develop a grant proposal providing the following support to Oakland public schools:

Component	Expense Description	Period 1 Target
		\$165,500
	Personnel [Teacher, TA, Coach] (7600*10)	\$76,000
	PD/Curriculum (1250*10)	\$12,500
<b>Summer Math Bridge to 9 (10 classrooms serving 250 students)</b>	Classroom Materials (1000*10)	10,000
	Events (650*10)	\$6,500
	Program Coordination (6050 *10)	60,500
<b>Summer Math Sub-Total</b>		<b>\$165,500</b>

Per the instruction of the funder, we anticipate final approval of this grant on or around May 1, 2017 and awarding of the funds in in the early 2017/2018 school year.

If you need additional documentation or have any questions related to these funds, please do not hesitate to contact me via email at [brian@oaklandedfund.org](mailto:brian@oaklandedfund.org).

Warmly,

Brian Stanley, Ed.D.  
Executive Director  
Oakland Public Education Fund

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : oakland\* public\* education\* fund\***  
**Record Status: Active**

**No Search Results**