

File ID Number	18-0028
Introduction Date	2/28/18
Enactment Number	18-0296
Enactment Date	2/28/18 er
By	



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools. Thriving Students.

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

To: Board of Education
 From: Kyla Johnson Trammell, Superintendent
 Subject: District Submitting Grant Agreement - Oakland Public Education Fund

ACTION REQUESTED:

Approval and acceptance by the Board of Education of Grant Agreement between Oakland Unified School District and Oakland Public Education Fund, pursuant to the terms and conditions thereof, and to submit amendments for the grant year, if any.

BACKGROUND:

The Grant Agreement for the District for fiscal year 2017-18 was submitted for funding as indicated in the chart below.

File LD #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
18-0028	Yes	Grant Award Notification	Oakland Unified School District High School Linked Learning Office	To support the launch and expansion of computer science in the middle schools across OUSD	July 1, 2017 through June 30, 2018	Oakland Public Education Fund	\$590,000.00

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.

The total amount of the grant will be provided to OUSD's High School Linked Learning Office from the funder.

- Grant valued at: \$590,000.00

RECOMMENDATION:

Approval and acceptance by the Board of Education of the Grant Agreement between Oakland Unified School District and the Oakland Public Education Fund, for fiscal year 2017-18.

ATTACHMENTS:

Grant Management Face Sheet

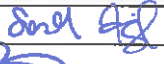

Grant Award Notification

OUSD Grants Management Face Sheet 2017/18

Title of Grant: Oakland Public Education Fund	Funding Cycle Dates: July 1, 2017 through June 30, 2018
Grant's Fiscal Agent: Oakland Public Education Fund	Grant Amount for Full Funding Cycle: \$590,000
Funding Agency: Salesforce.org	Grant Focus: Computer Science
List all School(s) or Department(s) to be Served: All Oakland Unified School District middle schools	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	By providing high quality instruction supported through consistent teacher professional development and a sustained community of practice.
How will this grant be evaluated for impact upon student achievement?	8 th grader preparation for an accelerated start in high school computer science pathways. Build out of 6 th and 7 th grade sequences as a result of the 8 th grade work.
Does the grant require any resources from the school(s) or district? If so, describe.	Minimal time/supervision over grant resources by the Network Supervisor, Director and Business Manager in the High School Linked Learning Office.
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 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?	No
Who is the contact managing and assuring grant compliance? <small>(Include contact's name, address, phone number, email address.)</small>	Rebecca Lacocque, Director High School Linked Learning Office 1000 Broadway, Suite 440 Oakland, CA 94607 510 879-8823 Rebecca.lacocque@ousd.org


Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal / Sr. Deputy Chief	Sandra Aguilera		2/5/18
Department Head	Preston Thomas Network Superintendent		1/17/18

Grant Office Obtained Approval Signatures:

Entity	Name	Signature	Date
Fiscal Officer	Vernon Hai		
Superintendent	Kyla Johnson Trammell		

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE

By:  1.30.18
Amy Brandt, Attorney at Law



August 8, 2017

Dear Claire Shorall,

On behalf of The Oakland Public Education Fund Board of Directors, I am pleased to inform you that a grant to the Oakland Unified School District has been approved in the amount of \$590,000.00 for the project: Computer Science Department.

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. 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).

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

SECTION 1: PROJECT FUNDING OVERVIEW

Name of Project	Computer Science Department
Date Approved	August 8, 2017
Funding Source	Oakland Public Education Fund
Amount of Grant	\$590,000.00
Grant Period	Grant Start: July 1, 2017 Grant End: June 30, 2018
Primary Grantee Contact	Name: Claire Shorall Email: claire.shorall@ousd.org

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

To support Computer Science at the Oakland Unified School District.

STEPS YOU WILL TAKE TO ACHIEVE YOUR RESULTS

- Rigorous pre-pathway Computer science classes in middle schools across Oakland.
- Professional Learning Communities for CS teachers

WHAT WILL CHANGE AS A RESULT OF YOUR PROJECT

- Increase number of AA and Latino, Low-Income, and women students who participate in middle school CS courses and experiences.
- Use PLC's to deepen collaboration, practice, and professionalism of CS teachers.
- Improve student CS performance
- Increase the number of students, particularly intersection youth of color, girls, and students from underrepresented socioeconomic backgrounds, who have access to rigorous, high school preparatory computer science education
- Increase collaboration, practice, and professionalism of computer science educators through learning communities
- Improve student interest in computer science
- Improve student performance
- Define and strengthen pre-pathway programs such that students are better prepared for the rigors of the academic and occupational components of STEM-related high school pathways

SECTION 3: DISBURSEMENT

You have told us that you wish to: Transact funds through Oakland Ed Fund.

Your funds will be made available in your account within 3 – 5 business days after this agreement has been signed. Your organization may need to complete an agreement establishing a fund management relationship if one does not already exist. For questions relating to account balances please reach out to the Ed Fund Staff Accountant, Helen Vance (helen@oaklandedfund.org).

Disbursement Date	Disbursement Amount
July 31, 2017	\$145,000.00
November 30, 2017	\$445,000.00



Oakland Public Education Fund
PO Box 71005
Oakland, CA
94612

SECTION 4: REPORTING SCHEDULE

See attached reporting guidelines for more information about how to complete each report.

Report	Due Date
Interim Report Q1	October 15, 2017
Interim Report Q2	February 15, 2018
Interim Report Q3	April 15, 2018
Final Report	August 31, 2018

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 August 8, 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:

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



Oakland Public Education Fund
PO Box 71005
Oakland, CA
94612

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 (funders)" 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 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.

SPECIAL CONDITIONS IMPOSED ON THIS GRANT

This grant is provided by the Oakland Public Education Fund with funding generously provided by Salesforce.org.

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.



Oakland Public Education Fund
PO Box 71005
Oakland, CA
94612

Understood and agreed to,

Grantee Signature

Oakland Ed Fund Authorized Signature

Signature: 

Signature: 

Title: Manager, Computer Science

Title: Executive Director

Date: 8/18/2017


Date: August 18, 2017 | 5:37:26 AM PDT

Aimee Eng

Aimee Eng, President Board of Education 3/1/18

Kyla Johnson Trammell

Kyla Johnson Trammell, Secretary, Board of Education 3/1/18

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
BY:  1-30-18
Amy Brandt, Attorney at Law