

File ID Number	16-2593
Introduction Date	1-11-17
Enactment Number	17-0065
Enactment Date	1-11-17
By	



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education

To: Board of Education  
From: Antwan Wilson, Superintendent  
Subject: **Grant Agreement– Oakland Public Education Fund**

**ACTION REQUESTED:**

Approval and acceptance by the Board of Education of Grant Agreement between the District and Oakland Public Education Fund, for Oakland Unified School District's Computer Science Program, fiscal year 2016/17 as specified in the agreement, 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 2016-17 was submitted for funding as indicated in the chart below.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
16-2593	Yes	Grant Agreement	Oakland Unified School District's Computer Science Program	To support the launch and expansion of computer science in middle schools across OUSD	July 1, 2016 through June 30, 2017	Salesforce.org	\$497,000.00

**DISCUSSION**

This grant is awarded by Oakland Public Education Fund to expand computer science in middle schools across Oakland Unified School District.

**FISCAL IMPACT**

The total amount of the grant will be provided to Oakland Unified School District's Computer Science Program.

- Grant valued at: \$497,000.00

**RECOMMENDATION**

Approval and acceptance by the Board of Education, of Grant Agreement between Oakland Unified School District and Oakland Public Education Fund, for fiscal year 2016/17.

**ATTACHMENTS:**

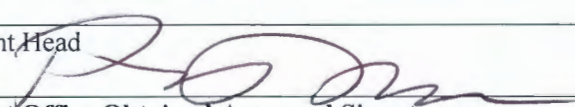
Grant Face Sheet, Grant Agreement.

OUSD Grants Management Face Sheet 2016/17

<b>Title of Grant:</b> Oakland Public Education Fund	<b>Funding Cycle Dates:</b> July1, 2016 – June 30, 2017
<b>Grant's Fiscal Agent:</b> Oakland Public Education Fund	<b>Grant Amount for Full Funding Cycle:</b> \$497,000
<b>Funding Agency:</b> Salesforce.org	<b>Grant Focus:</b> Computer Science
<b>List all School(s) or Department(s) to be Served:</b> 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 <sup>th</sup> grader preparation for an accelerated start in high school computer science pathways Build out of 7 <sup>th</sup> and 6 <sup>th</sup> grade sequences as a result of the 8 <sup>th</sup> grade work.
Does the grant require any resources from the school(s) or district? If so, describe.	No
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.)	Minimal time/supervision over grant resources by the grants manager, network supervisor, and business manager in the high school linked learning office.
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? (Include contact's name, address, phone number, email address.)	Ashley Hill Grants Manager 1000 Broadway, Suite 440 Oakland, CA 94607 510-922-0220 ashley.hill@ousd.org

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal			
Department Head			12/8/16

**Grant Office Obtained Approval Signatures:**

Entity	Name	Signature	Date
Fiscal Officer	Vernon Hal		
Superintendent	Antwan Wilson		



October 27, 2016

Dear Claire Shorall,

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 \$497,000.00 for the project: Oakland Unified School District (Grantee).

Please read the attached grant agreement carefully as it outlines the conditions of the grant as well as the payment and reporting schedules. If you agree to the terms and conditions please sign this agreement.

No funds will be disbursed until this agreement has been signed and 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 the Oakland Public Education Fund should be cleared in advance through our Director of Communications Benj Vardigan ([benj@oaklandedfund.org](mailto:benj@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 blue ink, appearing to read "Brian Stanley".

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



Oakland Public Education Fund  
PO Box 27148  
Oakland, CA  
94602

**SECTION 1: PROJECT FUNDING OVERVIEW**

Name of Project	Oakland Unified School District, Computer Science
Date Approved	October 27, 2016
Funding Source	Oakland Public Education Fund
Amount of Grant	\$497,000.00
Grant Period	<b>Grant Start:</b> July 1, 2016 <b>Grant End:</b> June 30, 2017
Primary Program Contact	<b>Name:</b> Claire Shorall <b>Email:</b> cklshorall@gmail.com
Reporting Requirements & Due Dates	<b>Interim Report:</b> February 17, 2017 <b>Final Report:</b> July 21, 2017

**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 the launch and expansion of computer science in middle schools across OUSD.

**STEPS YOU WILL TAKE TO ACHIEVE YOUR RESULTS**

The creation of three pre-pathway middle schools, including curricular development and staffing, that will prepare outgoing 8th-graders for an accelerated start in a computer science pathway in high school. These pre-pathway middle schools will serve as a model for the addition of computer science across the district. In addition, the work at 8th grade will inform the 6th and 7th grade sequences.

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

Increased enrollment in computer science pathways, particularly among traditionally underrepresented populations, all 8th graders at pre-pathways sites creating meaningful technology-based capstone project.





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 Oakland, CA  
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## SECTION 3: DISBURSEMENT

**IF FUNDS WILL BE TRANSACTED THROUGH THE OAKLAND ED FUND:** Please work with our Director of Finance and Administration, David Korsak (david@oaklandedfund.org), to set up any funds you requested that we hold on account in service of this project. Your organization may need to complete an agreement establishing a fund management relationship if one does not already exist.

**IF THE OAKLAND ED FUND IS ISSUING A GRANT TO A PUBLIC ENTITY:** Generally the board of public entities must approve receipt of grants 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 staff at the public entity you are working with to ensure this process moves quickly so that work can begin on time. If you need additional documentation from the Ed Fund please do not hesitate to contact us.

### PAYMENT SCHEDULE

Number of payments: 2

Payment	Date	Amount	Disbursement Requirements
Payment 1	June 17, 2016	\$150,000.00	Return of this signed agreement.
Payment 2	February 3, 2017	\$347,000.00	N/A

### REPORTING SCHEDULE

Note: Any reports without dates are not required for this grant.

Report Name	Date
<b>Interim Reporting</b>	
Interim 1 Due	October 21, 2016
Interim 2 Due	February 17, 2017
Interim 3 Due	May 19, 2017
<b>Final Reporting</b>	
Final Report Due	July 21, 2017



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#### 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, if applicable, original funder intent.

This Grant Agreement contains the terms and conditions for Grant#16-09-01891128 in the amount of \$497,000.00 from The Oakland Public Education Fund (Ed Fund) to Oakland Unified School District (the Grantee). By signing this Grant Agreement and accepting grant funds, an authorized representative of the Grantee agrees to the following obligations 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. 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.
4. 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.
5. 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).
6. 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.
7. 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).
8. 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.
9. 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



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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.

- 10. 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**

The funds for this grant are 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.

Understood and agreed to,

Grantee Authorized Signature

Oakland Ed Fund Authorized Signature

Signature:   
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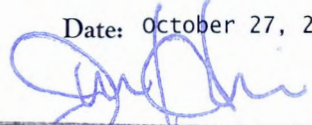
Signature:   
78B1BCC19954400...


Title: Manager, Computer Science

Title: Executive Director

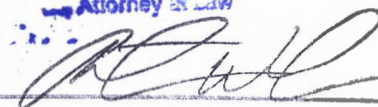
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Date: October 27, 2016 | 3:35:42 PM PDT

  
James Harris  
President, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By:   
Attorney at Law

File ID Number: 16-2593  
Introduction Date: 1-11-17  
Enactment Number: 17-0055  
Enactment Date: 1-11-17  
By:

  
Antwan Wilson  
Secretary, Board of Education