

File ID Number	13-2357
Introduction Date	11/6/13
Enactment Number	13-2381
Enactment Date	11/6/13
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OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education

To: Board of Education  
From: Gary Yee, Superintendent  
Subject: District Submitting Grant

**ACTION REQUESTED:**

Approval and support by the Board of Education of District applicant submitting grant for OUSD schools for fiscal year 13-14 to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

**BACKGROUND:**

Grant proposal for OUSD schools for the FY 13-14 fiscal year was submitted for funding as indicated.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
	Yes	Grant	Oakland Unified School District Leadership Curriculum and Instruction Math & Science Department	Funds for Principal and teacher professional development to implement standards-aligned elementary science and math	June 7, 2013 - October 1, 2014	S.D. Bechtel, Jr. Foundation	\$1,725,000.00

**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

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 grant will be provided to OUSD schools from the funders (Grant Value \$1,725,000.00)

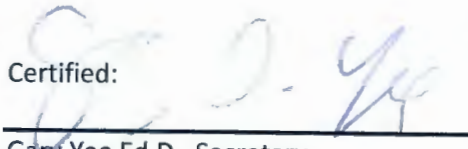
**RECOMMENDATION:**

Approval and support by the Board of Education of District submitting grant proposal & receiving grant award for OUSD schools for fiscal years 2013-14 to accept same in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

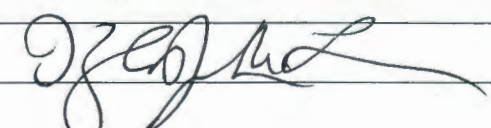
**ATTACHMENTS:** Grant Face Sheet, Award Letter, Grant Agreement

OUSD Grants Management Face Sheet 2013-14

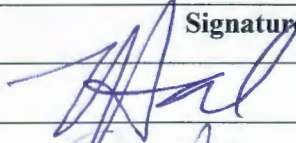
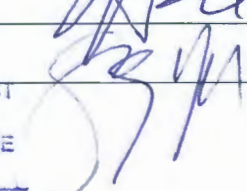
<b>Title of Grant:</b> Bechtel Math & Science 13-14	<b>Funding Cycle Dates:</b> 6/7/13 - 10/1/14
<b>Grant's Fiscal Agent:</b> Oakland Unified School District	<b>Grant Amount for Full Funding Cycle:</b> \$1,725,000.00
<b>Funding Agency:</b> S.D. Bechtel, Jr. Foundation	<b>Grant Focus:</b> PO for Middle School Math and Elementary Science
<b>List all School(s) or Department(s) to be Served:</b> OUSD middle and elementary schools	

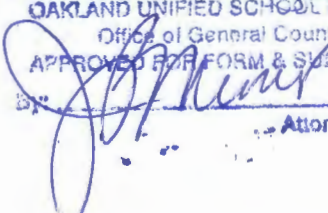
Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	As a result of this grant, Oakland's middle school math teachers will be better prepared to teach materials aligned to the new Common Core State Standards for mathematics; elementary school teachers will be better prepared to teach science aligned to Next Generation Science Standards (NGSS)
How will this grant be evaluated for impact upon student achievement?	Standardized test results for middle school students in math; for elementary students in science.
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?	Yes. The district indirect will be covered by the grant at 4.25% of the total grant amount.
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  Certified:  Gary Yee Ed.D., Secretary Board of Education
Who is the contact managing and assuring grant compliance?	Maria Santos, Deputy Superintendent 1025 Second Avenue, 301 Oakland, CA. 879-8200; maria.santos1@ousd.k12.ca.us

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal	Kyla Johnson-Trammell		
Department Head (e.g. for school day programs or for extended day and student support activities)			

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		10/10/13
Superintendent	Gary Yee		10/14/13

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



## GRANT AGREEMENT

SUMMARY OF TERMS:	
<u>Organization:</u> <b>Oakland Unified School District</b> Superintendent's Office 1025 2nd Avenue, Room 301 Oakland, CA 94606	<u>Project/Program Director:</u> Maria Santos Deputy Superintendent of Instruction, Leadership and Equity-in-Action (510) 879-8156 maria.santos1@ousd.k12.ca.us
<u>Grant Amount:</u> \$1,725,000 (One Million Seven Hundred and Twenty-Five Thousand and 0/100ths) (the "Grant Amount")	<u>Grant Duration:</u> June 7, 2013 – October 1, 2014  <u>Grant Report(s) Due By:</u> <u>Final Grant Report</u> on use of funds in 2012-2013 due by: October 1, 2013  <u>Interim Grant Report</u> on use of funds in 2013-2014 due by: February 15, 2014  <u>Final Grant Report</u> on use of funds in 2013-2014 due by: October 1, 2014
<u>Description:</u> Funds to support two projects: principal and teacher professional development to implement an elementary science program aligned with Next Generation Science Standards (NGSS), and a middle school math program aligned with Common Core State Standards-Math (CCSS-M). Of the total payment, \$868,000 supports the NGSS component of the grant and \$857,000 supports the CCSS-M component of the grant.	

The following terms, conditions and representations are agreed upon by the S. D. Bechtel Jr. Foundation or the Stephen Bechtel Fund (each alone or together, the "Grantor") and Oakland Unified School District (the "Grantee"):

1. Purposes. Grantee shall use the entire amount of \$1,725,000 (the "Grant Amount"), including any interest earned thereon, to implement the purpose of the grant as described above and as set forth in the proposal submitted to the S. D. Bechtel, Jr. Foundation and/or the Stephen Bechtel Fund dated January 13, 2012 (the "Proposal") and as described in any relevant correspondence regarding the Proposal, all of which are incorporated by reference (collectively, the "Project"). Any portion of the Grant Amount not spent or committed at the completion of the Grant Duration, including any interest earned thereon, shall be returned immediately upon Grantor's request.
2. Impermissible Purposes. Grantee agrees that no portion of the Grant Amount shall be used (a) to lobby or to otherwise influence legislation, (b) to influence the outcome of any specific public election or participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, (c) to carry on, directly or indirectly, any voter registration drive, (d) to induce or encourage violations of law or public policy, (e) to cause any private inurement or improper private benefit to occur, (f) to take any action that would or reasonably could jeopardize its tax-exempt status, or (g) for any non-charitable purpose, as defined by the Internal Revenue Code and applicable Treasury Regulations. Grantee also acknowledges that Grantor has not designated use of funds or directed activities for purposes of any attempt to influence legislative or administrative action as defined by the California Political Reform Act.
3. Subgrantees/Subcontractors. Grantee shall retain full discretion and control over the selection of any subgrantees or subcontractors to carry out Grantee's charitable purposes and acknowledges that all subgrantees or subcontracts act independently of the Grantor. Grantee and Grantor acknowledge that there is no agreement, oral or written, by which Grantor may cause Grantee to choose any particular subgrantee or subcontractor. Grantee shall require that



any subgrantee or subcontractor be subject to the requirements of Paragraphs 4 and 5 of this Agreement. All obligations of Grantee under such Paragraphs shall remain in full force and effect.

4. Publicity. Grantee shall not use the Grantor's name or logo in any written materials, public announcements or other media, including but not limited to press releases, brochures, website content and social media, regarding the Grantor's, any member of the Bechtel family's, or the Bechtel Group's affiliation with or contribution to the Project, without the prior written consent of Grantor. Grantee shall not make any commitments for permanent recognition of any of the foregoing without the prior written consent of Grantor. When Grantee becomes aware of any press coverage or other media of the Project, Grantee shall notify the Grantor on a timely basis, even if the coverage or media does not mention the Grantor.
5. Marks. Grantee shall not use Grantor's Marks without Grantor's prior written consent in accordance with Paragraph 4. Upon receiving prior written consent from the Grantor in accordance with Paragraph 4, Grantee shall use Grantor's Marks exactly as instructed.
6. Payment. Payments of this Grant Amount shall be made to the Grantee by either the S. D. Bechtel, Jr. Foundation or the Stephen Bechtel Fund. All terms of this Grant Agreement are applicable regardless of which organization provides payment. Grantee affirms that each payment received from Grantor during the Grant Duration shall satisfy the Grant Amount and shall be used exclusively to implement the purposes of the Project set forth in Paragraph 1.
7. Reporting. The Grantee shall submit a Grant Report(s) to the Grantor by the date(s) specified above, or by alternative date(s) mutually agreed upon by Grantor and Grantee, in accordance with the attached Report Requirements, all of which are incorporated by reference. Upon request, Grantee shall provide information about any portion of the Grant Amount that may be paid to organizations or consultants engaged in fundraising or public relations.
8. Accounts and Record Keeping. Grantee shall maintain adequate records relating to the Project in addition to all records required by the Internal Revenue Code and Treasury Regulations. Grantee shall make all records relating to the Project available for inspection by Grantor upon Grantor's request throughout the Grant Duration and for at least three (3) years after the end of the Grant Duration.
9. Tax-Exempt Status. Grantee warrants that, as of the date of this Grant Agreement, Grantee's tax-exempt status is valid. Grantee shall use best efforts to maintain its tax-exempt status, and Grantee shall immediately notify Grantor of any events that may lead to or actually lead to a change in Grantee's tax-exempt status or change in classification. Grantee acknowledges and agrees that such an event may lead to the termination of this Grant Agreement or the addition of terms, conditions or other limitations on the Grant Amount.
10. Key Personnel. Grantee shall notify Grantor immediately of any anticipated or actual changes in key personnel of the Grantee or the Project. Grantee acknowledges and agrees that changes in key personnel may lead to the termination of this Grant Agreement or the addition of terms, conditions or other limitations on the Grant Amount.
11. No Assignment or Delegation. Grantee shall not assign or otherwise transfer its rights or delegate any of its obligations under this Grant Agreement without the prior written consent of the Grantor.
12. Insurance. Grantee shall maintain insurance with a reputable insurance company(ies) or self-insure in such amounts and covering such risks as is prudent and is usually carried by organizations engaged in projects similar to Grantee. Grantee shall furnish Grantor with evidence of insurance on this Project upon Grantor's request.
13. Termination and Modifications by Grantee. Grantee shall not terminate, modify or redirect the Project in any material way without the prior written consent of Grantor. Should Grantee wish to terminate, modify or redirect the Project in any material way, Grantee shall provide Grantor with a written request that includes the reason for termination, modification or redirection and detailed accounting of the use of Grant Amount spent to date. Grantor reserves the right to deny Grantee's request. If Grantee terminates, modifies or redirects the Project without Grantors written consent, Grantor may terminate this Grant Agreement and demand the return of any uncommitted or unspent Grant Amount with accrued interest.
14. Termination and Modifications by Grantor. Grantor reserves the right to curtail or terminate this Grant Agreement if Grantor reasonably determines that the purposes of this Project, or the terms and conditions of this Grant



Karen B. Dachs  
on behalf of the S. D. Bechtel, Jr. Foundation  
or the Stephen Bechtel Fund

President June 7, 2013

Title Date

LAUREN B. DACHS  
PRESIDENT

June 7, 2013

Maria Santos  
Deputy Superintendent of Instruction, Leadership and Equity-in-Action  
Oakland Unified School District  
Superintendent's Office  
1025 2nd Avenue, Room 301  
Oakland, CA 94606

Dear Ms. Santos:

I am pleased to inform you that the Board of Directors of the S. D. Bechtel, Jr. Foundation and the Stephen Bechtel Fund have approved the renewal of the grant made to Oakland Unified School District on February 15, 2012.

This grant is to be used to support two projects defined in your proposal dated January 13, 2012: principal and teacher professional development to implement an elementary science program aligned with Next Generation Science Standards (NGSS) and a middle school math program aligned with Common Core State Standards-Math (CCSS-M). Of the total payment, \$868,000 supports the NGSS component of the grant and \$857,000 supports the CCSS-M component of the grant. This is the last renewal of this grant.

Please sign the enclosed Grant Agreement and return this signed original to us by mail at your earliest convenience. Upon receipt of this Agreement, we will send a check to you in the amount of \$1,725,000 made payable to Oakland Unified School District. Payments may be made by either the S. D. Bechtel, Jr. Foundation or the Stephen Bechtel Fund.

Please note that the Agreement states that no public announcements or statements to the media about the Foundation's affiliation with, or contribution to, the grantee's project may be made without the Foundation's written consent.

Also enclosed is a copy of our Grant Report Requirements. Please note that a Final Grant Report on the use of these funds in 2012-2013 is due by October 1, 2013. An Interim Grant Report on the use of these funds in 2013-2014 is due by February 15, 2014, with the Final Grant Report due October 1, 2014.

Sincerely,



Lauren B. Dachs  
Cc: Caleb Cheung  
Enclosures



## GRANT REPORT REQUIREMENTS

A report must be sent by the date specified on the Grant Agreement. The Grant Report should cover the following areas of content:

### PROJECT

- ☐ Brief summary of the project and its goals
- ☐ Discussion of the key activities and strategies implemented and project deliverables accomplished against the project timeline, including an assessment of partner contributions
- ☐ Analysis of actual outcomes and impacts as compared to intended outcomes and impacts
- ☐ Summary of project evaluation results, including evaluation instruments and metrics (attach external evaluation report, if applicable)
- ☐ Explanation of major risks/challenges and strategies undertaken to mitigate them
- ☐ Summary of major lessons learned from the project and future potential impacts of the project beyond those previously discussed

### BUDGET

- ☐ A detailed table showing original budget figures, actual revenues and expenses, and variances
- ☐ Explanation of any variance from original budget or changes to the forecast
- ☐ List of additional funding that was secured

### CONCLUSION

- ☐ FOR PROGRAM GRANTS: Summary and plans for sustainability
- ☐ FOR CAPITAL GRANTS: Summary and any future capital plans