

File ID Number	18-0275
Introduction Date	3/28/18
Enactment Number	18-0532
Enactment Date	3/28/18
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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

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

March 28, 2018

To: Board of Education
 From: Kyla Johnson-Trammell, Superintendent
 Subject: Grant Agreement - Oakland Public Education Fund - Salesforce Math Coaching - Teaching and Learning Department

ACTION REQUESTED:

Approval and support by the Board of Education of District Grant Agreement from the Oakland Public Education Fund, accepting \$380,000.00, to increase collaboration, shared practice, and professionalism of math educators through professional learning communities (PLC), and increase student math proficiency in middle schools in the Oakland Unified School District, for the period of July 1, 2017 through June 30, 2018, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

The District received grant for the 2017-2018 school year as indicated in the chart below. The grant face sheet and grant proposal packets are attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
18-0275	Yes	Grant Award	Math Department, Teaching and Learning Department	Salesforce Middle School Math Coaching to increase collaboration, shared practice, and professionalism of math educators through professional learning communities (PLC), and increase student math proficiency in middle schools in the Oakland Unified School District.	7/1/17-6/30/18	Salesforce via the Oakland Public Education Fund	\$380,000.00

DISCUSSION:

The district created a Grant Face sheet process to:

- Accept Grant award for OUSD math department achievement
- Identify additional fiscal resources provided for program success

FISCAL IMPACT:

The total amount of grants will be provided to OUSD schools from the funders.

- Grants valued at: \$380,000.00

RECOMMENDATION:

Approval and support by the Board of Education of District Grant Agreement from the Oakland Public Education Fund to support Salesforce Middle School Math Coaching in middle schools for fiscal year 2017-2018, 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.

ATTACHMENTS:

Grant Face Sheet

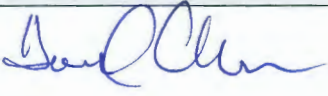

Grant Agreement, Oakland Public Education Fund

OUSD Grants Management Face Sheet

Title of Grant: Salesforce Middle School Math Coaching	Funding Cycle Dates: July 1, 2017 - June 30, 2018
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Bridget Daly Oakland Public Education Fund P.O. Box 71005, Oakland, CA 94612 Bridget@oaklandedfund.org	Grant Amount for Full Funding Cycle: 1 st Installment: \$195,750.00 2 nd Installment: \$184,250.00 Total amount not to exceed: \$380,000.00
Funding Agency: Salesforce via the Oakland Public Education Fund P.O. Box 71005, Oakland, CA 94612	Grant Focus: Accelerating middle school student math performance.
List all School(s) or Department(s) to be Served: OUSD Math Department	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant funds 3 middle school math coaches (“common core teacher leaders”) supporting teachers at West Oakland MS, Westlake MS, and United for Success Academy to conduct cycles of inquiry and planning to strengthen and improve the quality of standards-based instruction to students. This improved instruction will accelerate student math performance.
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 5.59% 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.)	OUSD will evaluate this grant through analysis of middle school student performance on the SBAC-Math assessment, Scholastic Math Inventory, and 6-8 Math Interim benchmarks—comparing the acceleration of student performance at schools receiving support and schools not receiving support.
Does the grant require any resources from the school(s) or district? If so, describe.	Yes. Support of Teaching & Learning Math Department
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 5.59% 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? (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.)	David Chambliss, Deputy Chief, Teaching & Learning 1000 Broadway, Suite 600 Oakland, CA 94607 510-879-1316 David.Chambliss@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	David Chambliss		
Department Head (e.g. for school day programs or for extended day and student support activities)	Sondra Aguilera		

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer			
Superintendent	Kyla Johnson-Trammell		



August 14, 2017

Dear David Chambliss,

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 \$380,000.00 for the project: Math 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	Math Department
Date Approved	August 14, 2017
Funding Source	Oakland Public Education Fund
Amount of Grant	\$380,000.00
Grant Period	Grant Start: July 1, 2017 Grant End: June 30, 2018
Primary Grantee Contact	Name: David Chambliss Email: david.chambliss@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 increase collaboration, shared practice, and professionalism of math educators through professional learning communities (PLC), and increase student math proficiency in middle schools in the Oakland Unified School District.

WHAT WILL CHANGE AS A RESULT OF YOUR PROJECT

- 85% of math teachers in participating schools are active in their on-going math professional learning communities (PLC), evidenced by their attendance records and PLC notes and reflections, as well as collaborative work products compiled by the Common Core Teacher Leaders (CCTLs), and principal surveys & feedback.
- At least 75% of the students will make at least double median quintile growth of students in the same school not enrolled in the program.
- At least 80% of the students will report that "they persevere in math when frustrated or uncomfortable."

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	\$195,750.00
November 30, 2017	\$184,250.00

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



Oakland Public Education Fund
 PO Box 71005
 Oakland, CA
 94612

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 14, 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 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.




Oakland Public Education Fund
PO Box 71005
Oakland, CA
94612

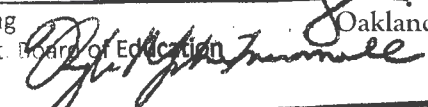
- 8. Grantee shall not use any portion of the funds granted herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit 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.


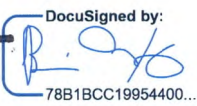
SPECIAL CONDITIONS IMPOSED ON THIS GRANT

This grant is provided by the Oakland Public Education Fund with the generous support of the Salesforce Foundation.

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: Aimee Eng Oakland Ed Fund Authorized Signature: 

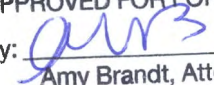
Signature:  172A434E2DA54F0... Secretary, Board of Education Signature:  78B1BCC19954400...

Title: Deputy Chief, Teaching & Learning

Title: Executive Director

Date: 8/21/2017 OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE

Date: August 14, 2017 | 6:10:47 PM PDT

By: 
Amy Brandt, Attorney at Law

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>



Attachment 1 – REPORTING GUIDELINES

Format: Please submit dated reports, and limit your narrative submission to 3-6 pages. Note that the Measurement & Evaluation table and financial report do not count toward the page limit.

- A. Executive Summary (.5 pages or less):** Please provide a brief summary of progress toward accomplishing the purpose of the Grant.
- B. Progress Summary (2-4 pages):**
 - a. Timeline:** Describe how the program/project is progressing against the stated timeline. Have there been any significant delays or accelerations? In either case, how does this affect the potential impact of the program/project?
 - b. Goals & Objectives:** Describe progress against the goals & objectives as stated in the Proposal. Note: The Measurement & Evaluation Table (instructions below) will house progress against each individual metric, so please use this section to highlight successes, provide broader context, and address any significant variances from your timeline or goals & objectives.
- C. Challenges (1 pages or less):** Share with us any challenges your organization has faced in achieving the goals & objectives stated in the Proposal, including detail around how these challenges will be addressed.
- D. Lessons Learned (.5 pages or less):** For the Final Report only, please share your lessons learned and advice you might give to another organization undertaking a similar project.

Financial Measurement & Evaluation

- E. Financial Report:** Input interim or final actuals on the budget tab in the Budget and M&E Sheet.
- F. Measurement & Evaluation Table:** Provide progress to date on the goals & objectives outlined in the M&E TableSheet Excel file included with this agreement.



January 9, 2018

Dear David Chambliss,

A grant disbursement in the amount of \$184,250.00 has been approved by the Oakland Public Education Fund ("the Ed Fund"). Please see the information on the following pages for more details related to this disbursement.

The Oakland Public Education 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: GRANT OVERVIEW

Name of Project	Oakland Unified School District
Grant Number	17-08-02394401
Purpose of Grant	To increase collaboration, shared practice, and professionalism of math educators through professional learning communities (PLC), and increase student math proficiency in middle schools in the Oakland Unified School District.
Grant Period	Grant Start: July 1, 2017 Grant End: June 30, 2018
Primary Program Contact	Name: David Chambliss Email: david.chambliss@ousd.org

SECTION 2: DISBURSEMENT DETAILS

Disbursement	Date	Amount
Disbursement 2 of 2	January 9, 2018	\$184,250.00

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

If the Ed Fund is issuing a grant to OUSD: Your disbursement check will be available according to the following Ed Fund disbursement schedule: Disbursements approved before Monday at 12pm will have be available for pick up by 3pm on the following Friday. Checks approved after 12pm on Monday will be available by 3pm on Friday of the following week.

Approved by,

Oakland Ed Fund Authorized Signature

Signature: 

Title: Executive Director

Date: January 9, 2018 | 3:13:37 PM PST

014867

Oakland Public Education Fund
PO Box 71005
Oakland, CA 94612

BRIDGE BANK
1951 Webster Street
Oakland, CA 94612
(510) 899-7600
90-4363/1222

02/05/2018

PAY TO THE
ORDER OF

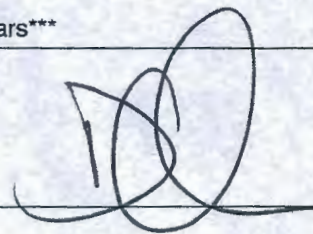
Oakland Unified School District

195,750.00
\$

One Hundred Ninety Five Thousand Seven Hundred Fifty Dollars

DOLLARS

Oakland Unified School District
1000 Broadway
Oakland, CA 94607



MEMO

⑈014867⑈ ⑆121143260⑆ ⑈2800214171⑈

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
Checking - 4171 4171
Date: 02/05/2018

014867

Date	Ref #	Reference Number	Amount Dth	Amount Paid/Applied
09/22/2017	17-08-02394401		\$195,750.00	\$195,750.00
Net Amount:				\$195,750.00