

File ID Number	15-0382
Introduction Date	3-25-15
Enactment Number	15-0402
Enactment Date	3/25/15
By	AW



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools Thriving Students

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

March 11, 2015

To: Board of Education

From: Antwan Wison, Superintendent

Subject: **Grant Award Notification - S.D. Bechtel, Jr. Foundation, Stephen Bechtel Fund - After School Character Building and Math Professional Learning Communities**

ACTION REQUESTED:

Acceptance by the Board of Education of the S.D. Bechtel, Jr. Foundation, Stephen Bechtel Fund Grant Award for OUSD's After School Character Building and Math Professional Learning Communities for OUSD After School Programs for fiscal year 2014-2015.

BACKGROUND:

Grant Award for OUSD's After School Character Building and Math Professional Learning Communities for the 2014-2015 fiscal year was submitted for funding as indicated in the chart below. The Grant Face Sheet is attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
15-0382	Yes	Grant	Oakland Unified School District After School Programs	Support for After School Character Building and Math	10/15/2014-09/30/2015	S.D. Bechtel, Jr. Foundation, Stephen Bechtel Fund	\$170,175.00

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 for the program listed in the chart for the school.

FISCAL IMPACT:

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

- Grants valued at: \$170,175.00

RECOMMENDATION:

Acceptance by the Board of Education of the S.D. Bechtel, Jr. Foundation, Stephen Bechtel Fund Grant Award for OUSD schools for fiscal year 2014-2015 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 Agreement

Grant Award Letter

Copy of check #006904


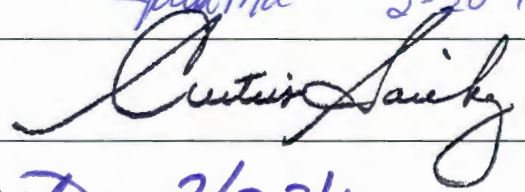
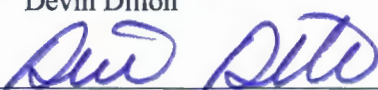
OUSD Grants Management Face Sheet

Title of Grant: After School Character Building and Math Professional Learning	Funding Cycle Dates: 10/15/14 – 09/30/15
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Julia Ma, Coordinator, After School Programs Oakland Unified School District 746 Grand Avenue Oakland, CA 94610 (510) 273-1541 Julia.Ma@ousd.k12.ca.us	Grant Amount for Full Funding Cycle: \$170,175.00
Funding Agency: S.D. Bechtel, Jr. Foundation, Stephen Bechtel Fund	Grant Focus: After school character building and math
List all School(s) or Department(s) to be Served: OUSD After School Programs	

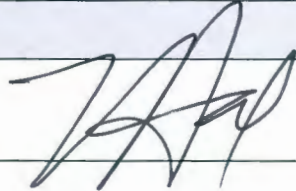
Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant supports the integration of social and emotional learning in OUSD after school programs. The grant's purpose is to build the capacity of after school works to implement the Building Intentional Communities curriculum. This curriculum is based on youth development quality standards, supports positive program culture and climate, and supports OUSD's Social and Emotional Learning standards. This grant contributes to student achievement by strengthening students' social and emotional learning skills, which are critical for school success. Additionally, the grant supports the development of elementary math curriculum appropriate for the after school context. Once the math curriculum is developed, after school program staff will receive training in Fall of 2015 to build their capacity to facilitate after school math activities that complement school day math instruction.
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 5.94% 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.)	After school programs involved in this project will be evaluated as part of the comprehensive OUSD After School annual evaluation report. The evaluation project will measure impact of after school programming on student attendance and achievement, and on social and emotional learning skills development.
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 of 5.94% 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.)	Julia Ma Coordinator, After School Programs 746 Grand Avenue Oakland, CA 94610 Julia.Ma@ousd.k12.ca.us (510) 273-1550
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Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	Julia Ma		2-20-15
Department Head (e.g. for school day programs or for extended day and student support activities)	Curtiss Sarikey		2/20/15
Chief Academic Officer	Devin Dillon		2/23/15

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Superintendent	Antwan Wilson		

GRANT AGREEMENT

SUMMARY OF TERMS

Grantee: Oakland Unified School District

Amount: \$170,175

Purpose: Funds for after-school character building and math professional learning communities.

Duration: October 15, 2014 – September 30, 2015

Payment Schedule:

Amount	Schedule Date
\$170,175	November 2014

Requirement Schedule:

Type	Due By
Final Report	November 30, 2015

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"):

- Purposes.** Grantee shall use the entire amount of \$170,175 (the "Grant Amount"), including any interest earned thereon, to implement the purpose of the grant as described above and in further detail in Exhibit 1 to this Agreement and incorporated by this reference (the "Grant"); provided that Grantor is not earmarking the Grant for any person or entity named as a vendor, consultant, or subgrantee of Grantee in Exhibit 1. Grantee shall immediately return to Grantor any portion of the Grant Amount spent for any other purpose, and any portion of the Grant Amount not spent or committed at the completion of the Grant Duration, including any interest earned on such amounts, upon Grantor's request.
- Prohibited Uses.** Grantee agrees that no portion of the Grant Amount shall be used (a) to influence the outcome of any specific election for candidates to public office, (b) to carry on, directly or indirectly, any voter registration drive, (c) to induce or encourage violations of law or public policy, (d) to cause any private inurement or improper private benefit to occur, (e) to take any action that would or reasonably could jeopardize Grantee's tax-exempt status, or (f) for any non-charitable purpose, as defined by the Internal Revenue Code and applicable Treasury Regulations ("IRC" or "Code").
- Lobbying.** Grantee is prohibited from using Grant funds to influence legislation within the meaning of Section 4945(e) of Code. This prohibition does not prevent Grantee from using grant funds for communication outside the meaning of Section 4945(e), such as communications with legislators that do not refer to any specific legislation or that refer to specific legislation without reflecting a view on it; Grantee may also use Grant funds for communications excepted from Section 4945(e) such as the dissemination of nonpartisan analysis, study, or research, or certain responses to requests from a legislative or government agency for comments on legislation. Grantee shall not conduct any activity, such as making ballot measure contributions, that would require Grantee to report the Grantor as a donor under any applicable state or local campaign finance disclosure law, such as the California Political Reform Act.
- Subgrantees/Subcontractors.** Grantee shall retain full discretion and control over the selection of any subgrantees or subcontractors to carry out the Grant purposes, acting independently of 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 5 and 6 of this Agreement, provided that all obligations of Grantee under such Paragraphs shall remain in full force and effect.
- Publicity; Use of Trademarks.** Grantee shall not use Grantor's tradename(s), trademark(s), or logo(s), or the name "Bechtel", in any written materials, public announcements or other media, including but not limited to press releases, brochures, website content and social media, to disclose or describe the Grant, without the prior written

consent of Grantor. Grantee shall not make any commitments for permanent recognition of the Grant without the prior written consent of Grantor. When Grantee becomes aware of any press or other media coverage of the Grant, Grantee shall promptly notify Grantor, even if the coverage or media does not mention Grantor. Upon receiving Grantor's prior written consent for the use of any of Grantor's tradenames, trademarks, or logos, Grantee shall use them exactly as instructed. Grantee hereby grants to Grantor the right to publicize or otherwise refer to the Grant, for any purpose and in any media, in Grantor's discretion.

6. **Payor.** Payments of the Grant Amount or any portion thereof may be made to Grantee by either the S. D. Bechtel, Jr. Foundation or the Stephen Bechtel Fund, and either of them shall have full standing and authority to enforce this Agreement. All terms of this Agreement are applicable regardless of which organization provides payment, and govern all payments received from Grantor during the Grant Duration, which shall satisfy the Grant Amount.
7. **Future Payments.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by Grantor to make any other grant or contribution to Grantee or any other entity, for any purpose. The Grant shall be a separate and independent transaction from any other transaction between Grantor and Grantee or any other entity.
8. **Reporting.** The Grantee shall submit a Grant Report(s) to the Grantor by the date(s) specified above, in accordance with the attached Report Requirements, all of which are incorporated by this reference. Grantee shall provide any information that Grantor may request about any portion of the Grant Amount used to pay organizations or consultants engaged in fundraising or public relations.
9. **Accounts and Record-Keeping.** Grantee shall account for all Grant funds as a restricted asset and shall maintain books to show them separately from Grantee's other assets; only expenditures in furtherance of Grant purposes may be charged against the Grant funds on Grantee's books. Grantee shall maintain adequate records to substantiate its expenditures from Grant funds. Grantee shall make its books and records relating to the Grant available for review and audit by Grantor upon Grantor's request throughout the Grant Duration and for at least four (4) years after the end of the Grant Duration, and comply with any Grantor requests for information or interviews of Grantee's personnel regarding use of Grant funds.
10. **Interest-bearing Account.** Grantee shall promptly deposit and maintain all Grant funds received in an interest-bearing account until they are expended or otherwise transferred in accordance with this Agreement. Grantee may commingle Grant funds with other funds of Grantee in such account.
11. **Tax-Exempt Status.** Grantee represents and warrants that, as of the date of this Agreement and throughout the Grant Duration, Grantee is and will be exempt from federal income tax under IRC Section 501(c)(3) and that it is not a private foundation as defined in IRC Section 509(a). Grantee shall immediately notify Grantor of any events that have or may lead to a change in Grantee's tax-exempt status or public charity classification. Grantee acknowledges and agrees that such an event may lead to the termination of this Agreement or the addition of terms, conditions or other limitations.
12. **Changes in Key Personnel or Project Activities.** Grantee shall notify Grantor immediately of any anticipated or actual changes in key personnel of Grantee or the program or activity funded by the Grant. Grantee acknowledges and agrees that changes in key personnel or changes in the program or activity funded by the Grant may lead to the termination of this Agreement or the addition of terms, conditions or other limitations.
13. **No Assignment or Delegation.** Grantee shall not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without the prior written consent of Grantor.
14. **Insurance.** Grantee shall maintain insurance with one or more reputable insurance companies or self-insure in such amounts and covering such risks as is prudent and is usually carried by organizations engaged in activities similar to Grantee's. Grantee shall furnish Grantor with evidence of insurance on this Grant upon Grantor's request.
15. **Indemnification.** Grantee agrees to defend, indemnify, and hold harmless Grantor, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) arising from or in connection with any negligent or willful act or omission of Grantee, its employees, or agents, in applying for or accepting the Grant, in expending or applying the Grant funds, or in carrying out any

project or program to be supported by the Grant, except to the extent that such claims, liabilities, losses, or expenses arise from any act or omission of Grantor, its officers, directors, employees, or agents.

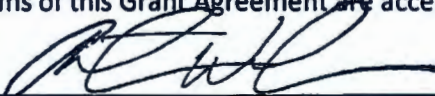
16. **Termination and Modifications by Grantee.** Grantee shall not terminate, modify or redirect any Grant funds in any material way, or change the due date for any reports required by this Agreement, without the prior written consent of Grantor. Grantee may provide Grantor with a written request that includes the reason for the termination or material modification or redirection of Grant funds or change in reporting date. Grantor may request additional information from Grantee in its discretion, and reserves the right to deny Grantee's request. If Grantee terminates, modifies or redirects the Grant without Grantor's written consent, Grantor may terminate this Agreement and demand the immediate return of any portion of the Grant Amount spent in breach of this Agreement, with accrued interest.
17. **Termination and Modifications by Grantor.** Grantor reserves the right to curtail or terminate this Agreement if Grantor reasonably determines that the purposes of this Grant, or the terms and conditions of this Agreement, are not being met or are not likely to be met. Grantor will provide Grantee reasonable written notice prior to modification or termination of this Agreement to discuss Grantor's concerns. Should Grantor decide to modify or terminate this Agreement, Grantee shall return any portion of the Grant Amount not spent or committed at the time of Grantor's notice, including any interest earned thereon, as well as any amounts not used for the charitable purposes of the Grant, within thirty (30) days of Grantor's notice.
18. **Waiver.** Any failure to exercise a right and any delay in exercising a right under this Agreement shall not be deemed a waiver of that right or any other rights by Grantor, nor shall any partial exercise of a right under this Agreement preclude any additional or further exercise of that or any other right. No term or provision hereof may be waived except in writing signed by a duly authorized officer of Grantor.
19. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of California that apply to contracts to be performed wholly within California.
20. **Publications; License.** Any information contained in work product funded by the Grant, including all publications, studies, or research, shall be made available to the public following such reasonable requirements or procedures as Grantor may establish from time to time. Grantee agrees to grant to Grantor an irrevocable, nonexclusive license to use or publish any such work product at the request and in the sole discretion of Grantor.
21. **No Agency.** Grantee is solely responsible for all activities supported by Grant funds, the content of any product created with Grant funds, and the manner in which such products may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
22. **Consultation with Legal Counsel.** Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the IRC. Grantee agrees that if Grantee has any doubts about its obligations under this Agreement, including those incorporated by reference to the IRC, Grantee will promptly consult its legal counsel.
23. **Remedies.** If Grantor determines, in its sole discretion, that Grantee has substantially violated or failed to carry out any material provision of this Agreement, including but not limited to failure to submit reports when due, in addition to any other legal remedies, Grantor may elect not to make any further grant payments to Grantee under this Agreement, and Grantor may demand the return of all or part of the unexpended Grant funds, which Grantee shall immediately repay to the Foundation. The Foundation may also avail itself of any other remedies available by law.
24. **Dispute Resolution.** Except as set forth in this section, Grantor and Grantee waive the right to all remedies in court, including any right to a jury trial, with respect to any dispute or claim arising in connection with this Agreement, and any such dispute or claim shall be submitted to arbitration on the written request of either party after service of that request on the other. Any dispute or claim submitted to arbitration pursuant to this section shall be finally and conclusively determined by arbitration conducted in San Francisco, California, before a single arbitrator in accordance with the then-current rules of Judicial Arbitration and Mediation Services. The award or decision of the arbitrator, which may include an order of specific performance, injunction, or other equitable relief, shall be final and binding on all parties and enforceable in any court of competent jurisdiction. There shall be no right of appeal,

except as contained in Section 1286.2 of the California Code of Civil Procedure. During the pendency of any arbitration process, each party to any arbitration shall bear its own expenses, including but not limited to such party's attorneys' fees, if any. Upon conclusion of the arbitration, the arbitrator shall specify the "prevailing party" in its award and the "prevailing party" shall be entitled to prompt reimbursement of reasonable attorneys' fees and expenses incurred in connection with the arbitration.

25. **Severability.** In the event that any part of this Agreement is deemed unenforceable pursuant to applicable laws by an authority having jurisdiction, such part shall be severable from the rest of this Agreement, which shall remain in full force and effect as if the unenforceable part were deleted.

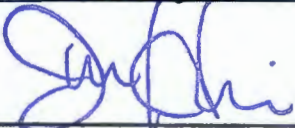
26. **Entire Agreement.** This Agreement constitutes the entire agreement between Grantor and Grantee, and supercedes any prior or contemporaneous oral or written understandings or communications between the parties. This Agreement may not be altered in any way except as herein provided.

The terms of this Grant Agreement are accepted and agreed to by:



 on behalf of Oakland Unified School District

Superintendent 11/3/14
 Title Date

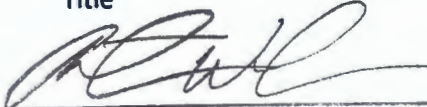


 James Harris
 President, Board of Education

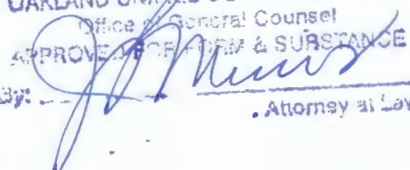


 on behalf of the S. D. Bechtel, Jr. Foundation
 or the Stephen Bechtel Fund

President October 17, 2014
 Title Date



 Antwan Wilson
 Secretary, Board of Education

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


 . Attorney at Law

EXHIBIT 1

Expected Results

With this final project grant, OUSD's ASPO will achieve the following:

- By December 2014, Be the Change Consulting will provide OUSD's ASPO with technical assistance on the development of an RFQ for after-school community partners that is aligned with continuous improvement strategies and the YPQA assessment tool;
- Be the Change Consulting will train 15 new Building Intentional Communities trainers comprised of both ASPO and CBO staff by August 2015 with a three-part Train-the-Trainer series preparing the participants to train new after-school sites in the BIC model;
- Establish a new team of peer coaches who have already implemented BIC at their sites by September 2015 who will be available to support other sites with BIC implementation; and
- Enhance the elementary school after-school math programming by September 2015 with curriculum development that is aligned with Common Core State Standards in math in conjunction with OUSD's Math Unit in the Teaching and Learning Department.

ALLISON BENGTON
GRANTS MANAGER

November 21, 2014

Ms. Julia Fong Ma
Coordinator of After School Programs
Oakland Unified School District
746 Grand Avenue
Oakland, CA 94610


Dear Ms. Ma:

Your grant check is enclosed. Please see the table below for more detailed grant information.

Organization Name:	Oakland Unified School District
Primary Contact:	Antwan Wilson, Superintendent
Total Grant Amount:	\$170,175
Payment Amount:	\$170,175
Payment Sequence:	1 of 1
Grant Purpose:	Funds for after-school character building and math professional learning communities.
Report Due By:	11/30/2015 Final Report

The S. D. Bechtel, Jr. Foundation appreciates the opportunity to work with Oakland Unified School District.

Sincerely,



Allison Bengtson

Enclosure

00690

Check Date: 11/21/2014 Payee/ID: Oakland Unified School District / 330

Check Amount: \$170,175.00

Date	Memo	Invoice #	Amount
11/21/2014	A -7476	2496	170,175.00

Payer: S.D. Bechtel, Jr. Foundation

S.D. Bechtel, Jr. Foundation
P.O. Box 193809
San Francisco, CA 94119-3809

Wells Fargo Bank
Private Banking
San Francisco, CA 94163
11-4288-1210


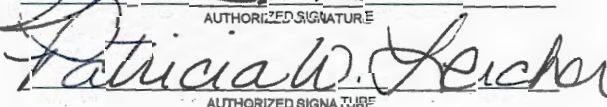
006904

006904

DATE	CHECK AMOUNT
11/21/2014	\$170,175.00

PAY One Hundred Seventy Thousand One Hundred Seventy-Five exactly*****

TO THE ORDER OF: Oakland Unified School District


AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

⑈00006904⑈ ⑆121042882⑆ 24248077⑆0⑈