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Introduction Date	5/24/17
Enactment Number	17-0723
Enactment Date	5/24/17
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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: Devin Dillon, Interim 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 fiscal year 2016-17, for Oakland Unified School District's Community Ready Initiative, 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
	Yes	Grant Agreement Award Letter	Oakland Unified School District's Linked Learning Office	To support OUSD teacher participation in the Community Ready Initiative (CORI)	January 2, 2017 through September 29, 2017	Oakland Public Education Fund (Parent Grant Thomas J. Long Foundation)	\$20,550.00

DISCUSSION

This grant will fund teacher stipends and teacher release to participate in civic engagement related professional development.

FISCAL IMPACT

The total amount of the grant will go to the Linked Learning Office to support Oakland Unified School District's Community Ready Initiative.

- Grant valued at: \$20,550.00

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

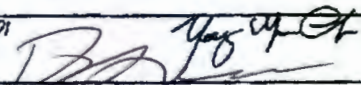
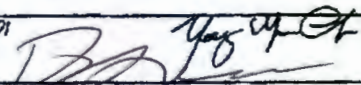
Grant Face Sheet
 Grant Agreement Number: 17-01-02054825

OUSD Grants Management Face Sheet 2016/17

Title of Grant: Educating For Democracy in the Digital Age	Funding Cycle Dates: Sept 2015-Aug 2018
Grant's Fiscal Agent: Oakland Ed Fund	Grant Amount for Full Funding - \$150,000 Year One \$50,000 – held at Mills Year Two \$50,000 - held at the Oakland Ed Fund with a subaward \$20,500 coming to OUSD Year Three \$50,000 – held at Oakland Ed Fund (subaward total is still TBD)
Funding Agency: Thomas J. Long Foundation	Grant Focus: Civic engagement
List all School(s) or Department(s) to be Served: All OUSD High Schools	

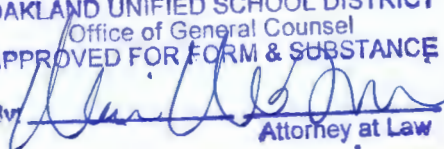
Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant will fund teacher stipends and teacher release to participate in civic engagement related professional development. These activities include developing curriculum for a 9 th grade Ethnic Studies class and participating in on-going cycles of inquiry using the Ethnic Studies framework. Additionally, the grant will support pathway teams to develop performance assessments that are vertically aligned to the Graduate Capstone.
How will this grant be evaluated for impact upon student achievement?	Given the small size of this grant, there are no funds provided for a formal evaluation. However, the impact of the work will be assessed at various stages through reports that are submitted to the funder. We will look at a variety of outcomes: numbers of teachers who have participated in our professional development, the development of rubrics to support civic engagement, and the success of the annual Celebrating Community Ready awards ceremony.
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.)	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? (Include contact's name, address, phone number, email address.)	Young Whan Choi 1000 Broadway, Suite 415 Oakland, CA 94607 510-877-0992

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal			
Department Head	Preston Thomas		2/22/17
	YOUNG WHAN CHOI		2/23/17

Grant Office Obtained Approval Signatures:

Entity	Name	Signature	Date
Fiscal Officer	Vernon Hal		
Interim Superintendent	Devin Dillon		

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



January 27, 2017

Dear Young Whan Choi,

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 \$20,550.00 for the project: Oakland Unified School District.

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 Director of Communications Benj Vardigan (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, Community Ready Initiative
Date Approved	January 27, 2017
Funding Source	Thomas J Long Foundation
Amount of Grant	\$20,550.00
Grant Period	Grant Start: January 2, 2017 Grant End: September 29, 2017
Grant Writer	Name: Erica Hodgkin / Email: ehodgin@mills.edu
Reporting Requirements & Due Dates	Interim Report: 8/31/2017 Final Report: 10/31/2018

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 OUSD teacher participation in the Community Ready Initiative (CORI).

STEPS YOU WILL TAKE TO ACHIEVE YOUR RESULTS

Fund extended contract hours for teachers' time participating in CORI professional development trainings and fund teacher release to cover substitute teachers when meetings and events occur during the school day

WHAT WILL CHANGE AS A RESULT OF YOUR PROJECT

Support teacher participation in the Ethnic Studies, Graduate Capstone, World Savvy, Civic Action, and Student Online Publishing professional development cohorts

SECTION 3: DISBURSEMENT

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

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 OUSD: The Oakland Unified School District Board of Education must approve receipt of grants by Oakland the District 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 OUSD staff to ensure this process moves quickly and the work can begin on time.

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.



Oakland Public Education Fund
PO Box 27148
Oakland, CA
94602

On January 27, 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 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.
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



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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.

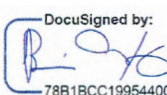
This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. All Exhibits hereto are a material part of this Agreement and are incorporated by reference. This Agreement, including 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

Oakland Ed Fund Authorized Signature

Signature:  499A416A3299492...

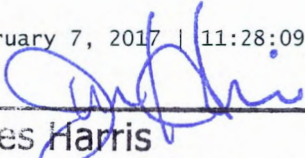
Signature:  78B1BCC19954400...

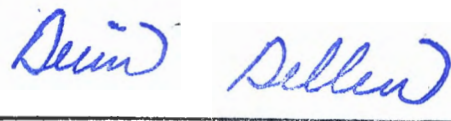
Title: Manager of Performance Assessments

Title: Executive Director

Date: February 7, 2017 | 11:28:09 AM PST

Date: February 7, 2017 | 10:51:21 AM PST


James Harris
President, Board of Education


Devin Dillon, Ph.D.
Interim Secretary, Board of Education



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Brian Stanley, Ed.D.
Executive Director

Rebecca Hopkins
Deputy Director

David Korsak
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January 27, 2017

The Oakland Public Education Fund is pleased to provide a donation in the amount of: \$20,550.00.

The purpose, deliverables, intended impact, and reporting deadlines for this donation are detailed in the attached award letter. Below are some details related to this donation that will help you better load the funds into the appropriate district budget:

Primary Program Contact: Young Whan Choi

Donation Start: January 2, 2017

Donation End: September 29, 2017

Special Requirements related to this allocation:

Project Name: Oakland Unified School District

Grantwriter name: Erica Hodgkin

Grantwriter email: ehodgin@mills.edu

Grantwriter phone: Cell: / Work: 510-430-2302

Grant Contact Name: Young Whan Choi

Grant Contact Email: youngwhan.choi@ousd.org

Grant contact phone: Cell: Work: 510-877-0992

OUSD Department Linked Learning Office

Amount Requested: 20550.00

Grant Purpose: To support OUSD teacher participation in the Community Ready Initiative (CORI)

Parent Grant: Thomas J. Long Foundation

If you need additional documentation or have any questions related to these funds, please do not hesitate to contact me via email at brian@oaklandedfund.org.

Congratulations on your award! We are immensely honored to partner with you in helping every Oakland public school student learn, grow and thrive.

Warmly,