

File ID Number	18-1012
Introduction Date	5/23/18
Enactment Number	18-0864
Enactment Date	5/23/18 er
By	



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

May 23, 2018

To: Board of Education
 From: Kyla Johnson-Trammell, Superintendent
 Subject: Grant Agreement - Oakland Public Education Fund - Salesforce Foundation - Oakland Unified School District Middle Schools

ACTION REQUESTED:

Approval by the Board of Education of a Grant Agreement from Salesforce Foundation via the Oakland Public Education Fund in the amount of \$3,997,255.00 to support the strengthening of middle schools in Oakland Unified School District, for fiscal year 2018-2019, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant agreement for OUSD schools for 2018-19 fiscal years were submitted for funding as indicated in the chart below. The Grant Face Sheet and Grant Award Notification attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
18-1012	Yes	Grant	OUSD Middle Schools	To support the strengthening of middle schools in Oakland Unified School District.	July 1, 2018 - June 30, 2019	Oakland Public Education Fund	\$3,997,255.00

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 grants will be provided to OUSD schools from the funders.

- Grants valued at: \$3,997,255.00

RECOMMENDATION:

Approval by the Board of Education of a Grant Agreement from Salesforce Foundation via the Oakland Public Education Fund to support the strengthening of middle schools in Oakland Unified School District, for fiscal year 2018-2019, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

Grant Agreement, Oakland Public Education Fund

Grant Face Sheet

Appendix: Grant Award List of all Middle Schools and Support Programs



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 18-1012

Department: Oakland Unified School District

Vendor Name: Oakland Public Education Fund (Salesforce Foundation)

Contract Term: Start Date: July 1, 2018 End Date: June 30, 2019

Annual Cost: \$ 3,997,255.00

Approved by: Curtiss Sarikey

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

This provider has sponsored grants previously to OUSD.

Summarize the services this Vendor will be providing.

This grant will support the strengthening of middle schools and supporting programs in Oakland Unified School District for the period of July 1, 2018 through June 30, 2019. See the Appendix for grant award detail.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

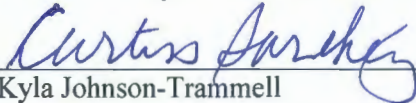
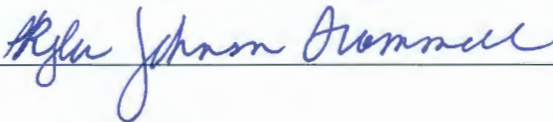
- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

OUSD Grants Management Face Sheet

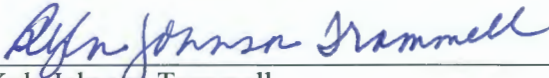
Title of Grant: Oakland Unified School District, Salesforce Foundation Grant #18-04-02768712	Funding Cycle Dates: July 1, 2018 - June 30, 2019
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Brian Stanley, Ed.D., Executive Director Oakland Public Education Fund P.O. Box 71005 Oakland, CA 94612 (510) 221-6968 brian@oaklandedfund.org	Grant Amount for Full Funding Cycle: \$3,997,255.00
Funding Agency: Salesforce Foundation via the Oakland Public Education Fund P.O. Box 71005 Oakland, CA 94612	Grant Focus: To support the strengthening of middle schools in Oakland Unified School District.
List all School(s) or Department(s) to be Served: OUSD Middle Schools	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Salesforce Foundation's School Ready programs will ensure that schools provide the best learning environment for students in the communities where we live and work. 100% of middle schools in Oakland Unified School District will have updated technology infrastructure. Salesforce will provide professional development hours to the District for teacher training and coaching.
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.)	N/A
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 5.59% 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.)	Curtiss Sarikey, Chief of Staff Oakland Unified School District 1000 Broadway, Suite 680 Oakland, CA 94607 (510) 879-4245 Curtiss.Sarikey@ousd.org

Applicant Obtained Approval Signatures:

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

Grant Office Obtained Approval Signatures:

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

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

By: 
Michael L. Smith, Attorney at Law 5/1/18



April 26, 2018

Dear Curtiss Sarikey,

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 \$3,997,255.00 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 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

Oakland Public Education Fund
PO Box 71005
Oakland, CA
94612

SECTION 1: PROJECT FUNDING OVERVIEW

Name of Project	Oakland Unified School District
Date Approved	April 26, 2018
Funding Source	Salesforce Foundation
Amount of Grant	\$3,997,255.00
Grant Period	Grant Start: July 1, 2018 Grant End: June 30, 2019
Grant Writer	Name: Bridget Daly Email: bridget@oaklandedfund.org
Reporting Requirements & Due Dates	Final Report: N/A

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 strengthening of middle schools in Oakland Unified School District.

STEPS YOU WILL TAKE TO ACHIEVE YOUR RESULTS

1. Deepening equitable computer science course offerings and sequences across Oakland middle schools as an acceleration strategy to ensure students are prepared to enter computer science pathways in high school.
2. Provide high-quality instruction and robust support to students in mathematics so they can pursue the rigorous math related coursework necessary to excel in STEM fields.
3. Continuing targeted, whole-child supports for especially vulnerable immigrant populations to support their transition into our community and facilitate their full participation in our public school system.
4. Improve conditions for learning at targeted middle schools through early intervention mental health services to students experiencing social, emotional, and behavioral barriers to learning.
5. Expand the Principal's Innovation Fund (PIF) from 13 to 21 middle schools to reach 100 percent of Oakland Unified School District schools serving grades six through eight, and provide each principal \$100,000 to \$200,000 to scale innovative practices aligned to their school goals, readiness, and need.

SECTION 3: DISBURSEMENT AND PAYMENT SCHEDULE

You have told us that you wish to: Issue grant to OUSD. See appendix for specific breakdown of funding allocations.

Disbursement Schedule

Disbursement	Date	Amount
Disbursement 1	July 15, 2018	\$2,062,255.00
Disbursement 2	January 15, 2019	\$1,935,000.00



Oakland Public Education Fund
 PO Box 71005
 Oakland, CA
 94612

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 April 26, 2018, 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.
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



Oakland Public Education Fund
PO Box 71005
Oakland, CA
94612

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.

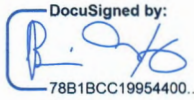
This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. All Exhibits hereto are a material part of this Agreement and are incorporated by reference. This Agreement, including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

Signature: 

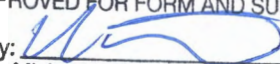
Title: Chief of Staff

Title: Executive Director

Date: April 27, 2018 | 5:46:21 PM PDT

Date: April 27, 2018 | 5:10:04 PM PDT

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

By:  5/11/18
Michael L. Smith, Attorney at Law
(7660 5/11/18)



Aimee Eng, President, Board of Education 5/24/18



Kyia Jonsson Trammell, Secretary, Board of Education 5/24/18

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



Oakland Public Education Fund
PO Box 71005
Oakland, CA
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APPENDIX

Program Area	Site Code	Primary Contact	Disbursement 1: July 15, 2018	Disbursement 2: Jan 15, 2019	Total
Newcomers	954	Tom Felix	\$300,000.00	\$850,000.00	\$1,150,000.00
Computer Science	912	Kennan Scott	\$300,000.00	\$700,000.00	\$1,000,000.00
Mathematics	909	David Chambliss	\$150,000.00	\$250,000.00	\$400,000.00
Alliance	224	Stacey Wyatt	\$30,000.00		\$30,000.00
Roots International	226	Geoff Vu	\$50,000.00		\$50,000.00
Frick	203	Ruby DeTie	\$50,000.00		\$50,000.00
Elmhurst Community Prep	221	Killian Betlatch	\$75,000.00		\$75,000.00
Westlake	213	Jonathan Ferrer	\$200,000.00		\$200,000.00
Student Mental Health	922	Barb McClung	\$50,000.00	\$135,000.00	\$185,000.00
Claremont	201	Jon Mayer	\$50,000.00		\$50,000.00
Urban Promise	236	Claire Fisher	\$67,255.00		\$67,255.00
Montera	211	Daren Avent	\$150,000.00		\$150,000.00
West Oakland	204	Neha Ummat	\$50,000.00		\$50,000.00
Life Academy	335	Aryn Bowman	\$60,000.00		\$60,000.00
Greenleaf	112	Romy Trigg-Smith	\$90,000.00		\$90,000.00
Melrose Leadership	235	Moyra Contreras	\$90,000.00		\$90,000.00
Madison Park Academy	215	Lucinda Taylor	\$100,000.00		\$100,000.00
School Safety	994	Vilma Bermudez	\$100,000.00		\$100,000.00
Hillcrest	127	Maria McCormick	\$100,000.00		\$100,000.00
Total			\$2,062,255.00	\$1,935,000.00	\$3,997,255.00