

File ID Number	18-1009
Introduction Date	5/23/18
Enactment Number	18-0883
Enactment Date	5/23/18 er
By	



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 - Oakland Legends Basketball Classic - Oakland Athletic League

ACTION REQUESTED:

Approval by the Board of Education of a Grant Agreement from the Oakland Public Education Fund in the amount of \$46,500.00 to support OUSD's Oakland Legends Basketball Classic for fiscal years 2017-2019, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant agreement for OUSD schools for 2017-19 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
18-1009	Yes	Grant	Oakland Athletic League	To support OUSD's Oakland Legends Basketball Classic	November 30, 2017 - November 30, 2018	Oakland Public Education Fund	\$46,500.00

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: \$46,500.00

RECOMMENDATION:

Approval by the Board of Education of a Grant Agreement from the Oakland Public Education Fund to support OUSD's Oakland Legends Basketball Classic for fiscal years 2017-2019, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

Grant Agreement, Oakland Public Education Fund

Grant Face Sheet

Copy of Check #015462



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

Legislative File ID No. 18-1009

Department: Oakland Athletic League

Vendor Name: Oakland Public Education Fund

Contract Term: Start Date: November 30, 2017 End Date: November 30, 2018

Annual Cost: \$ 46,500.00

Approved by: Alphonso Powell

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

This vendor has worked previously with OUSD. The Achievement Network will advance the capacity of Roosevelt Middle School's team to leverage data in cycles of inquiry through a lens which addresses equity gaps; additional support in implementing routines around data discourse and instructional actions and in improving their fluency in using data to shape instruction.

Summarize the services this Vendor will be providing.

The Achievement Network will be conducting a site-specific review process to fully understand Roosevelt Middle School's strengths and needs; using observations, school document analysis, and focus groups, ANET will build context in the school's beliefs and practices, connected to the following areas: prioritization, schedule, dedicated leadership, culture of continuous learning, and standards based instruction; work alongside the school team to develop an arc of activities and trainings that address the challenges present at the school site; support schools in setting foundations building a strong data culture while leveraging ANET's expertise and ability to assert thought-leadership throughout the process.

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:

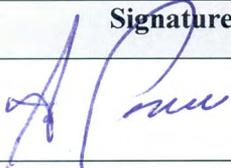
- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each 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, Oakland Legends Basketball Classic Grant, Regrant #18-02-02652627	Funding Cycle Dates: November 30, 2017 – November 30, 2018
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: \$46,500.00 (\$250.00 stipend for each first year elementary teacher. See Appendix for list)
Funding Agency: Koret Foundation via the Oakland Public Education Fund P.O. Box 71005 Oakland, CA 94612	Grant Focus: To support OUSD's Oakland Legends Basketball Classic.
List all School(s) or Department(s) to be Served: ALL Oakland Unified Student-Athletes between grades 8 – 12	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant will support the development of a city-wide unification campaign via the Oakland Athletic League with the planning process for the Oakland Legends Basketball Classic event; provide support and production enhancement with community outreach by sharing information through OAL community engagement events.
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.)	Alphonso Powell, Commissioner Oakland Athletic League Oakland Unified School District (510) 434-2218 alphonso.powell@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	Alphonso Powell		4/30/18
Department Head (e.g. for school day programs or for extended day and student support activities)	Sondra Aguilera		4/30/18

Grant Office Obtained Approval Signatures:

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



March 22, 2018

Dear Alphonso Powell,

The attached grant agreement between the Oakland Public Education Fund ("the Ed Fund") and Oakland Unified School District is hereby amended as follows:

The total grant amount is \$46,500.00.

Except where stated above, the original terms and conditions continue to apply. If you agree to the grant amendment, please sign this agreement.

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,

Brian Stanley, Ed.D.
Executive Director
Oakland Public Education Fund

Approved by,

Grantee Authorized Signature

Oakland Ed Fund Authorized Signature

Signature:

Signature:

Title: Executive Director of Athletics and Activities

Title: Executive Director

Date: March 27, 2018 | 11:38:13 AM PDT

Date: March 27, 2018 | 11:00:17 AM PDT



Oakland Public Education Fund
PO Box 71005
Oakland, CA
94612

SECTION 1: PROJECT FUNDING OVERVIEW

Name of Project	Oakland Unified School District
Date Approved	March 22, 2018
Funding Source	Koret Foundation
Amount of Grant	\$45,000.00
Grant Period	Grant Start: November 30, 2017 Grant End: November 30, 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's Oakland Legends Basketball Classic.

SECTION 3: DISBURSEMENT

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

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.

On March 22, 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



Oakland Public Education Fund
PO Box 71005
Oakland, CA
94612

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 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.



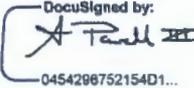
Oakland Public Education Fund
PO Box 71005
Oakland, CA
94612

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:  0454298752154D1...

Signature:  78B1BCC19954400...

Title: Executive Director of Athletics and Activities

Title: Executive Director

Date: March 22, 2018 | 2:52:55 PM PDT

Date: March 22, 2018 | 12:40:48 PM PDT

Aimee Eng

President, Board of Education 5/24/18

J. H. ...

Secretary, Board of Education 5/24/18

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

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

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
94612

ORIGINAL GRANT AGREEMENT



March 22, 2018

Dear Alphonso Powell,

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 \$45,000.00 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

015462

Oakland Public Education Fund
PO Box 71005
Oakland, CA 94612

BRIDGE BANK
1951 Webster Street
Oakland, CA 94612
(510) 899-7500
90-4383/1222

03/28/2018

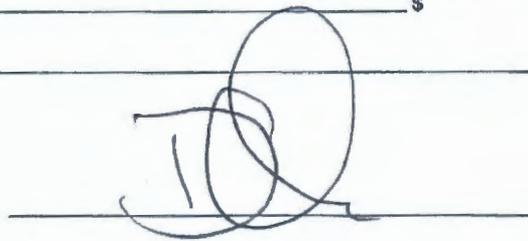
PAY TO THE ORDER OF Oakland Unified School District

46,500.00

Forty Six Thousand Five Hundred Dollars

DOLLARS

Oakland Unified School District
1000 Broadway
Oakland, CA 94607



MEMO

⑈015462⑈ ⑆121143260⑆

⑈2800214171⑈

Details on Back
Security Features Included

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 015462
Checking - 4171 4171
Date: 03/28/2018

Date	Blk #	Reference Number	Fund	Amount Entered	Amount Paid
Acct	Memo	Department ID			
03/28/2018	18-02-02652827				
7020--Grants to other org	To support OUSD's Oak...ds Basketball Classic	NA	OUSD	\$46,500.00	\$46,500.00
Net Amount:					\$46,500.00