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Enactment Number	12-1705
Enactment Date	6/27/12
By	



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

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

To: Board of Education
 From: Tony Smith, Superintendent
 Subject: **District Submitting Grant Acceptance**

ACTION REQUESTED:

Approval and acceptance by the Board of Education of Grant between S.D. Bechtel, Jr. Foundation and Research, Assessment and Data Department - Bechtel Foundation will provide a grant to the District in an amount not to exceed \$50,000.00 to be used for teacher data system project for fiscal year 2012-2013 to accept, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

BACKGROUND:

Grant acceptance for the department of Research, Assessment and Data for the 2012-2013 fiscal year were submitted for funding as indicated in the chart below.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
	Yes	Grant	Department of Research, Assessment and Data	To be used for teacher data system project	4/27/12 July 1, 2012 - Feb 1, 2013 ic 2/1/13 EK	S.D. Bechtel, Jr. Foundation	\$50,000.00

DISCUSSION:

S.D. Bechtel, Jr. Foundation is to provide a total grant to Research, Assessment and Data department in an amount not to exceed \$50,000.00 for Teacher Data System project toward development of an integrated data system to support teacher recruitment, development, and retention.

FISCAL IMPACT:

The total amount of grants will be provided to the department of Research, Assessment and Data from the funder.
 • Grants valued at: \$50,000.00

RECOMMENDATION:

Approval and acceptance by the Board of Education of Grant between the S.D. Bechtel, Jr. Foundation and Research, Assessment and Data Department - the S.D. Bechtel Jr. will provide a grant to the District in an amount not to exceed \$50,000.00 to be used for teacher data system project for fiscal year 2012-2013 to accept, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

ATTACHMENTS:

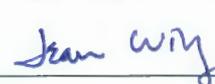
Grant Agreement

OUSD Grants Management Face Sheet

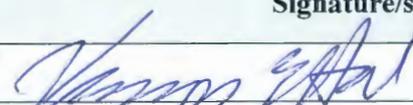
Title of Grant: Teacher Data Project	Funding Cycle Dates: July 1, 2012 – Feb 1, 2013
Grant's Fiscal Agent: Oakland Unified School District	Grant Amount for Full Funding Cycle: \$50,000
Funding Agency: S.D. Bechtel, Jr. Foundation	Grant Focus: Teacher Data System Project
List all School(s) or Department(s) to be Served: All	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	With an integrated teacher data system, OUSD will be able to support teach recruitment, development, and retention, which will impact student achievement
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 5.17% 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.)	Not applicable.
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 4.25% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Yes
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.)	Jean Wing, Executive Director Research, Assessment and Data 1011 Union Street, Annex Building Oakland, CA 94607 Jean.wing@ousd.k12.ca.us 510-451-4164, extension 1119

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Department Head (e.g. for school day programs or for extended day and student support activities)	Jean Wing		6/12/12

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Superintendent	Tony Smith		

 S. D. BECHTEL, JR.
FOUNDATION
STEPHEN BECHTEL FUND

LISA LOMENZO
PROGRAM OFFICER

April 27, 2012

Maria Santos
Deputy Superintendent of Instruction, Leadership and Equity-in-Action
Oakland Unified School District
Superintendent's Office
1025 2nd Avenue, Room 301
Oakland, CA 94606

Dear Ms. ^{Maria}Santos:

I am pleased to inform you that the Board of Directors of the S. D. Bechtel, Jr. Foundation and the Stephen Bechtel Fund have approved a grant to Oakland Unified School District in the amount of \$50,000. This grant is to be used to enable OUSD's Research, Assessment & Data Department to build an integrated teacher data solution, as defined in your proposal dated March 27, 2012.

Enclosed please find a check in the amount of \$50,000 made payable to Oakland Unified School District.

Also enclosed is a copy of our Grant Report Requirements, along with two copies of a Grant Agreement. Please take note of Paragraph 8 of the Agreement which states that no public announcements or statements to the media about the Foundation's affiliation with, or contribution to, the grantee's project may be made without the Foundation's written consent.

Please sign and return by mail one copy of the Agreement by May 18, 2012 and note that a **Grant Report on the use of these funds is due by February 1, 2013.**

Sincerely,



Lisa Lomenzo

Enclosures

Cc: Jean Wing, Executive Director, RAD ✓

S. D. Bechtel, Jr. Foundation
Stephen Bechtel Fund

Grant Agreement

<u>Organization:</u> Oakland Unified School District (the "Grantee") Superintendent's Office 1025 2nd Avenue, Room 301 Oakland, CA 94606	<u>Project/Program Director:</u> Jean Wing, Executive Director Research, Assessment & Data (RAD) at OUSD (510) 451-1814 JeanWing@ousd.k12.ca.us
<u>Grant Amount:</u> \$50,000 (Fifty Thousand and 0/100ths)(the "Grant Amount")	<u>Grant Duration:</u> April 27, 2012 – February 1, 2013
<u>Payment Amount and Payment Date:</u> \$50,000 April 27, 2012	<u>Grant Report(s) Due By:</u> February 1, 2013
<u>Description:</u> Funds to enable OUSD's Research, Assessment & Data Department to build an integrated teacher data solution, as set forth in the proposal submitted to the S. D. Bechtel, Jr. Foundation and/or the Stephen Bechtel Fund dated March 27, 2012 (the "Proposal") and as described in any relevant correspondence regarding the Proposal, all of which are incorporated by reference (collectively, the "Project").	

The following terms are agreed upon as conditions for this Grant Agreement:

1. Payment. Payments of this Grant Amount shall be made to the Grantee by either the S. D. Bechtel, Jr. Foundation or the Stephen Bechtel Fund (each alone or together, the "Grantor"). All terms of this Grant Agreement are applicable regardless of which organization provides payment. Grantee affirms that each payment received from Grantor during the Grant Duration shall satisfy the Grant Amount of \$50,000 (Fifty Thousand and 0/100ths) and shall be used exclusively to implement the purposes of the Project.
2. Purposes. Grantee shall use the entire Grant Amount, including any interest earned thereon, to implement the charitable purposes of the Project. Any portion of the Grant Amount, including any interest earned thereon, not spent at the completion of the Grant Duration shall be returned immediately to Grantor.
3. Impermissible Purposes. Grantee agrees that no portion of the Grant Amount shall be used, as defined by the Internal Revenue Code and applicable Treasury Regulations, (a) to lobby or to otherwise influence legislation, (b) to influence the outcome of any specific public election or participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, (c) to carry on, directly or indirectly, any voter registration drive, (d) to induce or encourage violations of law or public policy, (e) to cause any private inurement or improper private benefit to occur, (f) to take any action that would or reasonably could jeopardize its tax-exempt status, or (g) for any non-charitable purpose.
4. Tax-Exempt Status. Grantee warrants that, as of the date of this Grant Agreement, Grantee's tax-exempt status is valid. Grantee shall use best efforts to maintain its tax-exempt status. Grantee shall immediately notify Grantor of any events that may lead to or actually lead to a change in Grantee's tax-exempt status. Grantee acknowledges and agrees that such an event may lead to the termination of this Grant Agreement or the addition of terms, conditions or other limitations on the Grant Amount.
5. Reporting. The Grantee shall submit a Grant Report(s) to the Grantor by the date(s) specified above, or by alternative date(s) mutually agreed upon by Grantor and Grantee, in accordance with the attached Report Requirements, all of which are incorporated by reference. Grantee shall provide information about any portion of the Grant Amount that may be paid to organizations or consultants engaged in fundraising or public relations. Grantee shall notify Grantor immediately of any anticipated or actual changes in key personnel of the Grantee or the Project. Grantee acknowledges and agrees that changes in key personnel may lead to the termination of this Grant Agreement or the addition of terms, conditions or other limitations on the Grant Amount.
6. Accounts and Record Keeping. Grantee shall maintain adequate records relating to the Project in addition to all records required by the Internal Revenue Code and Treasury Regulations. Grantee shall make all records relating to the Project available for inspection by Grantor upon Grantor's request throughout the Grant Duration and for at least four (4) years after the end of the Grant Duration.
7. No Assignment or Delegation. Grantee shall not assign or otherwise transfer its rights or delegate any of its obligations under this Grant Agreement without the prior written consent of the Grantor.
8. Publicity. Grantee shall not release any public announcements or statements to the media regarding the Grantor's, any member of the Bechtel family's, or the Bechtel Group's affiliation with or contribution to the Project without the prior written consent of Grantor. Grantee shall not make any commitments for permanent recognition of any of the foregoing without the prior written consent of Grantor.
9. Insurance and Indemnification. Grantee shall maintain insurance with a reputable insurance company(ies) in such amounts and covering such risks as is prudent and is usually carried by organizations engaged in projects similar to Grantee. Grantee shall furnish Grantor with evidence of insurance on this Project upon Grantor's request. Grantee hereby agrees to indemnify, defend and hold harmless Grantor, its Officers and its employees from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that Grantor may incur as a result of

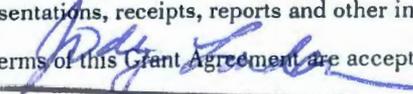
S. D. Bechtel, Jr. Foundation
Stephen Bechtel Fund

any grossly negligent or willful acts and omissions of Grantee or any of its agents or employees ensuing out of Grantee's performance of this Grant Agreement.

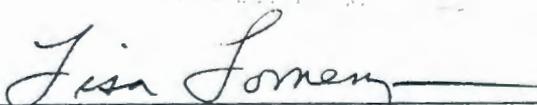
10. Future Payments. All future payments are expressly contingent upon the submission of the required Grant Report(s), the satisfactory progression of the Project as determined by Grantor, and the continued compliance with the terms of this Grant Agreement.
11. Termination and Modifications by Grantee. Grantee shall not terminate, modify or redirect the Project in any material way without the prior written consent of Grantor. Should Grantee wish to terminate, modify or redirect the Project in any material way, Grantee shall provide Grantor with a written request that includes the reason for termination, modification or redirection and detailed accounting of the use of Grant Amount spent to date. Grantor reserves the right to deny Grantee's request and terminate this Grant Agreement in its sole and absolute discretion and may demand the return of any uncommitted or unspent Grant Amount with accrued interest.
12. Termination and Modifications by Grantor. Grantor reserves the right to curtail or terminate this Grant Agreement in its sole and absolute discretion if at any time Grantor determines that the purposes of this Project, or the terms and conditions of this Grant Agreement, are not being met or will not be met. Grantor will endeavor to give Grantee reasonable written notice prior to curtailment or termination of this Grant Agreement to discuss Grantor's concerns, but the determination to continue, curtail or terminate the Grant Agreement shall remain in Grantor's sole and absolute discretion. Any unspent or uncommitted amount the Grant Amount, and any accrued interest on such amount, as of the date of Grantor's notice, as well as any amounts not used for the charitable purposes of the Project, shall be repaid to the Grantor within thirty (30) days of Grantor's notice.
13. No Waiver. Any failure to exercise a right and any delay in exercising a right under this Grant 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 Grant Agreement preclude any additional or further exercise of any of any other right.
14. Governing Law. This Grant Agreement shall be construed in accordance with and governed by the laws of the State of California.
15. 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 claim arising out of or related to this Agreement, and any dispute or claim shall be submitted to arbitration on the written request of Grantor/Grantee after service of that request on the other organization. Any dispute 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 applying the laws of the State of California. 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 attorney's 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.
16. Severability. In the event that a provision or parts of a provision of this Grant Agreement is deemed superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, the remaining provisions or parts of provisions shall remain in full force and effect as if the unenforceable provision or part were deleted.
17. Entire Agreement. This Grant Agreement constitutes the entire agreement between Grantor and Grantee. No oral representations or other agreements have been made by Grantor and Grantee except as stated herein. The Grant Agreement shall not be altered in any way except as herein provided, and no term or provision hereof may be waived except in writing signed by a duly authorized Officer of Grantor.

The undersigned certify that they are the duly elected and authorized Officers of Grantor/Grantee and that, was such, are authorized to enter into this Grant Agreement and to obligate the Grantor/Grantee to observe all the terms and conditions placed in this Grant Agreement, and in connection with this Grant Agreement to make, execute, and deliver on behalf of Grantor/Grantee all agreements, representations, receipts, reports and other instruments of every kind.

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


Jody London
President, Board of Education

on behalf of the Oakland Unified School District

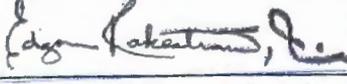
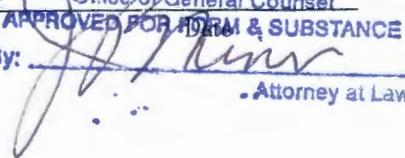

on behalf of the S. D. Bechtel, Jr. Foundation or the
Stephen Bechtel Fund

Program Officer

April 27, 2012

Title

Date


Edgar Rakestraw, Jr., Secretary
Board of Education
APPROVED FOR FORM & SUBSTANCE
By: 
Attorney at Law

OUSD or the District verifies that
the Contractor does not appear on
the Excluded Parties List at
www.epls.gov/epls/search.do.

GRANT REPORT REQUIREMENTS

A report must be sent by the date specified on the Grant Agreement. The Grant Report should cover the following areas of content:

PROJECT

- Brief summary of the project and its goals
- Discussion of the key activities and strategies implemented and project deliverables accomplished against the project timeline, including an assessment of partner contributions
- Analysis of actual outcomes and impacts as compared to intended outcomes and impacts
- Summary of project evaluation results, including evaluation instruments and metrics (attach external evaluation report, if applicable)
- Explanation of major risks/challenges and strategies undertaken to mitigate them
- Summary of major lessons learned from the project and future potential impacts of the project beyond those previously discussed

BUDGET

- A detailed table showing original budget figures, actual revenues and expenses, and variances
- Explanation of any variance from original budget or changes to the forecast
- List of additional funding that was secured

CONCLUSION

- FOR PROGRAM GRANTS: Summary and plans for sustainability
- FOR CAPITAL GRANTS: Summary and any future capital plans