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| File ID Number | 15-1890 |
| Introduction Date | 10/14/15 |
| Enactment Number | 15-1844 |
| Enactment Date | 10/14/15 |
| By | AW |



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

October 14, 2015

To: Board of Education
From: Antwan Wilson, Superintendent
Subject: Grant Agreement - Oakland Public Education Fund - Community School Managers Grant

ACTION REQUESTED:

Approval and acceptance by the Board of Education of District applicant submitting grant agreement for OUSD Schools from the Oakland Public Education Fund Grant Award, for the support of the positions of Community Schools Leadership Coordinator, Community Partnerships Manager, and the Community Partnerships Program Managers, for fiscal years 2015-2018 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 years, if any.

BACKGROUND:

Grant agreement for OUSD schools for the 2015-2018 fiscal years was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant agreement packets are attached.

| File ID # | Backup Document Included | Type | Recipient | Grant's Purpose | Time Period | Funding Source | Grant Amount |
|-----------|--------------------------|-------|---|--|------------------------------------|-------------------------------|----------------|
| 15-1890 | Yes | Grant | All Oakland Unified School District Schools | For the support of the positions of Community Schools Leadership Coordinator, Community Partnerships Manager, and the Community Partnerships Program Managers. | July 7, 2015 through July 31, 2018 | Oakland Public Education Fund | \$2,662,500.00 |

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 agreement 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: \$2,662,500.00

RECOMMENDATION:

Approval and acceptance by the Board of Education of District applicant submitting a grant agreement for OUSD schools for fiscal years 2015-2018 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:


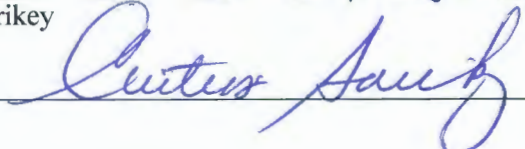
Grant Award Letter
Grant Agreement

OUSD Grants Management Face Sheet

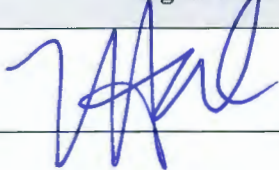
| | |
|--|---|
| Title of Grant: Community School Managers | Funding Cycle Dates: July 7, 2015 – July 31, 2018 |
| Grant's Fiscal Agent: (contact's name, address, phone number, email address) Oakland Public Education Fund Brian Stanley, Ed.D., Executive Director P.O. Box 27148, Oakland, CA 94602 (510) 221-6968 x700, (510) 221.6053 Fax brian@oaklandedfund.org | Grant Amount for Full Funding Cycle: \$2,662,500.00 First Year \$1,000,000.00 (\$715,000.00, of which \$285,000.00 will be held and dispersed by the Ed Fund. Second Year \$760,000.00 Third Year \$902,500.00 |
| Funding Agency: Anonymous Donor | Grant Focus: To support the Community Schools Leadership Coordinator (1.0 FTE), Community Partnerships Manager (1.0 FTE), and the Community Partnerships Program Managers (5.0 FTE). |
| List all School(s) or Department(s) to be Served: All Oakland Unified School District Schools | |

| Information Needed | School or Department Response |
|---|---|
| How will this grant contribute to sustained student achievement or academic standards? | Community Schools provide supports and interventions that increase student attendance, academics, and achievement. By ensuring individual student needs are met, Community Schools contribute to the District's goals of ensuring all students graduate college, career, and community ready. |
| 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.) | The expanded sites will be included in the existing Community Schools Evaluation. Areas reviewed will include leadership and coordination, partnership alignment, and student supports that lead to increased student achievement. |
| 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.) | Andrea Bustamante, Director of Community Partnerships Community Schools and Student Services Department 746 Grand Avenue, Oakland, CA 94610 (510) 874-4559 Andrea.Bustamante@ousd.org |

Applicant Obtained Approval Signatures:

| Entity | Name/s | Signature/s | Date |
|--|-------------------|---|-----------|
| Principal | Andrea Bustamante |  | |
| Department Head (e.g. for school day programs or for extended day and student support activities) | Curtiss Sarikey |  | 8/24/2010 |

Grant Office Obtained Approval Signatures:

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



July 26, 2015

Dear Andrea Bustamante,

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 \$2,662,500.00 for the project: Oakland Unified School District (Grantee).

Please read the attached grant agreement carefully as it outlines the conditions of the grant as well as the payment and reporting schedules. If you agree to the terms and conditions please sign this agreement.

No funds will be disbursed until this agreement has been signed and 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 the Oakland Public Education Fund 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

Oakland Public Education Fund
PO Box 27148
Oakland, CA
94602

SECTION 1: PROJECT FUNDING OVERVIEW

| | |
|------------------------------------|--|
| Name of Project | Oakland Unified School District |
| Date Approved | July 26, 2015 |
| Funding Source | Oakland Public Education Fund |
| Amount of Grant | \$2,662,500.00 |
| Grant Period | Grant Start: July 7, 2015 Grant End: July 31, 2018 |
| Primary Program Contact | Name: Andrea Bustamante Email: andrea.bustamante@ousd.k12.ca.us |
| Grant Writer | Name: Brian Stanley Email: brian@oaklandfund.org |
| Reporting Requirements & Due Dates | Interim Report: June 30, 2016 Final Report: July 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 a Pre-K - 12 system of support including Early Childhood Education, Restorative Justice, African American Student Achievement, and Community School Coordinators throughout Oakland Public Schools.

STEPS YOU WILL TAKE TO ACHIEVE YOUR RESULTS

Hire, train and sustain additional community school managers and build coordination and professional learning structures with all partners.

Hire and train 1 FTE Community School Coordinator.

Hire and train 1 FTE Partnerships Manager.

Hire and train 14 FTE Community School Managers.

WHAT WILL CHANGE AS A RESULT OF YOUR PROJECT

Community Schools Coordinators will provide leadership in at least 50 schools by 2020, and in 38 by the end of this grant (a major stride toward reaching the ambitious 2020 goal) resulting in improved student outcomes.

Expand community school professional learning structures for all stakeholders to increase quality implementation across all partners and school sites. Through this work, we can ensure students and families in community schools are connected to the appropriate mix of services and supports for their needs.



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SECTION 3: DISBURSEMENT

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 A PUBLIC ENTITY: Generally the board of public entities must approve receipt of grants 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 staff at the public entity you are working with to ensure this process moves quickly so that work can begin on time. If you need additional documentation from the Ed Fund please do not hesitate to contact us.

PAYMENT SCHEDULE

Number of payments: 1

| Payment | Date | Amount | Disbursement Requirements |
|-----------|---------------|----------------|--|
| Payment 1 | July 31, 2015 | \$1,000,000.00 | Return of this signed agreement. |
| Payment 2 | July 1, 2016 | \$760,000.00 | Completion of required interim report and financial report |
| Payment 3 | July 3, 2017 | \$902,500.00 | Completion of required interim report and financial report |
| Payment 4 | | | N/A |

REPORTING SCHEDULE

Note: Any reports without dates are not required for this grant.

| Report Name | Date |
|------------------------------|---------------|
| Interim Reporting | |
| Interim 1 Due | June 30, 2016 |
| Interim 2 Due | June 30, 2017 |
| Interim 3 Due | |
| Interim 4 Due | |
| Financial Reporting | |
| Interim Financial Report Due | June 30, 2016 |
| Final Financial Report Due | July 31, 2018 |
| Final Reporting | |
| Final Report Due | July 31, 2018 |

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 Grant Notification: Agreement Number: 15-013897-Oakland Unified School District



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 PO Box 27148
 Oakland, CA
 94602

charitable funds are expended in ways that align with applicable state and federal laws, I.R.S. Codes, and, if applicable, original funder intent.

This Grant Agreement contains the terms and conditions for Grant#15-013897 in the amount of \$2,662,500.00 from The Oakland Public Education Fund (Ed Fund) to Oakland Unified School District (the Grantee). By signing this Grant Agreement and accepting grant funds, an authorized representative of the Grantee agrees to the following obligations 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. 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.
4. 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.
5. 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).
6. 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.
7. 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).
8. 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.
9. 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



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Oakland, CA
94602

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.

10. 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.

SPECIAL CONDITIONS IMPOSED ON THIS GRANT

This grant is awarded by the Oakland Public Education Fund with funding from an anonymous donor of The San Francisco Foundation.

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 Authorized Signature

Oakland Ed Fund Authorized Signature

Signature:
D8A671A854B34BB

Signature:
50EFF7F95B9B4E6...

Andrea Bustamante
Director

David Korsak
Director of Finance & Administration

James Harris
President, Board of Education

Twan Wilson
Secretary, Board of Education

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

Attorney at Law

| Strategy Area | Component | Note | 2015-16 | 2016-17 | 2017-18 | Total |
|-----------------------------------|---|--|--------------------|------------------|------------------|--------------------|
| | | | | 50% | 0% | |
| | 1 FTE Community School Coordinator | Supervises community school managers, provides coaching and support to community school managers, facilitates professional learning, principal support | \$130,000 | \$0 | \$0 | \$130,000 |
| | 1 FTE Partnerships Manager | Facilitates partnerships that support community schools implementation, ensures alignment and compliance with the district's partner requirements, connects partners to community schools to support build out -Community school managers develop systems and strategies, conduct needs assessments, and connect youth and families to services | \$110,000 | \$0 | \$0 | \$110,000 |
| Community Schools | | -Assumes \$95,000 full salary and benefits per FTE -Expand to 8 additional sites in 2015-2016, to a total of 32 | | | | |
| | 14 FTE Community School Managers | -Maintain previous community school managers at 8 additional sites -Sites will begin funding at 25% of cost for community schools staff -Expand to two additional sites in 2016-2017 - 2.0 FTE Community School Managers | \$760,000 | \$760,000 | \$902,500 | \$2,422,500 |
| | | -Maintain previous as follows: Year 1 hires for 8 sites at 0.50 FTE Year 2 hires for 2 sites at 0.75 FTE Add 4.0 additional Community School Managers for 1 year | | | | |
| Community Schools Subtotal | | | \$1,000,000 | \$760,000 | \$902,500 | \$2,662,500 |