

File ID Number	13-0322
Introduction Date	2/27/13
Enactment Number	13-0422
Enactment Date	2-27-13
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 Accepting Grant Award

**ACTION REQUESTED:**

Acceptance by the Board of Education of the Grant Award from Wayne and Gladys Valley Foundation, pursuant to terms and conditions thereof, if any.

**BACKGROUND:**

The Grant Face Sheet and Grant Award packets are attached.

File I.D.#	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
	Grant Agreement	Grant	Oakland Unified School District	Secondary Literacy Collaborative and Quality Community Schools Development	July 1, 2012 to June 30, 2013	Grant	\$500,000.00

**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

**FISCAL IMPACT:**

The total amount of grants will be provided to OUSD from the funders.

- Grants valued at: \$500,000

**RECOMMENDATION:**

Acceptance by the Board of Education of the Grant Award from Wayne and Gladys Valley Foundation, pursuant to terms and conditions thereof, if any.

OUSD Grants Management Face Sheet 2012-13

<b>Title of Grant:</b> QCSD and Secondary Literacy Grant #13-024	<b>Funding Cycle Dates:</b> July 1, 2013 – June 30, 2014
<b>Grant's Fiscal Agent:</b> Oakland Unified School District	<b>Grant Amount for Full Funding Cycle:</b> \$500,000.00
<b>Funding Agency:</b> Wayne and Gladys Valley Foundation	<b>Grant Focus:</b> Quality Community Schools Development (QCSD) and Secondary Literacy
<b>List all School(s) or Department(s) to be Served:</b> All Schools	

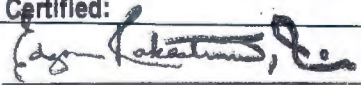
Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Quality Community School Development (QCSD) group helps schools to improve all aspects, including student achievement by providing a review process. Secondary Literacy Collaborative helps secondary teachers to teach reading to students who are currently reading below grade level.
How will this grant be evaluated for impact upon student achievement?	QCSD measures their impact based on district's progress overall towards improvement against the rubric for all the quality standards. Secondary Literacy Collaborative measures their impact using the Scholastic Reading Inventory.
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?	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.)	Maria Santos

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
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Principal

Department Head  
Maria Santos  
(e.g. for school day programs or for extended day and student support activities)

Certified:  
  
Edgar Rakestraw, Jr., Secretary  
Board of Education

2/28/13

**Grant Office Obtained Approval Signatures:**

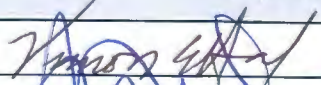

Entity	Name	Signature	Date
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Fiscal Officer

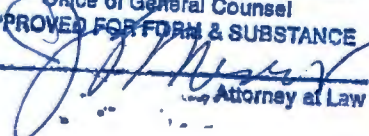
Vernon Hal

Superintendent

Tony Smith

  
  
2/15/13

File ID Number: 13-0322  
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By: lt

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

OUSD Grants Management Face Sheet 2012-13

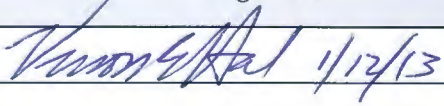
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<b>Grant's Fiscal Agent:</b> Oakland Unified School District	<b>Grant Amount for Full Funding Cycle:</b> \$500,000.00
<b>Funding Agency:</b> Wayne and Gladys Valley Foundation	<b>Grant Focus:</b> Quality Community Schools Development (QCSD) and Secondary Literacy
<b>List all School(s) or Department(s) to be Served:</b> All Schools	

Information Needed	School or Department Response
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Who is the contact managing and assuring grant compliance? <small>(Include contact's name, address, phone number, email address.)</small>	Maria Santos

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal			
Department Head Maria Santos <small>(e.g. for school day programs or for extended day and student support activities)</small>			

**Grant Office Obtained Approval Signatures:**

Entity	Name	Signature	Date
Fiscal Officer	Vernon Hal		1/12/13
Superintendent	Tony Smith		



December 19, 2012

Anthony Smith, Ph.D.  
Superintendent  
Oakland Unified School District  
1025 Second Avenue, Room 301  
Oakland, CA 94606

Re: Grant No. 13-024

Dear Tony:

The Wayne and Gladys Valley Foundation is pleased to inform you that its Board of Directors has approved a Grant totaling \$500,000 to Oakland Unified School District (OUSD) during the 2012-2013 school year. In response to your letter of August 22, 2012, and after subsequent meetings with you and other District representatives, our Board determined the following: \$375,000 of this Grant is to be used in support of the budget for Quality Community School Development Department (QCSD), and \$125,000 for the Secondary Literacy Program.

Enclosed are two originals of the Grant Agreement which need to be executed by you as the Superintendent of OUSD. Please keep one for your files, and return the other to us along with the information requested below. We will then be able to fund the Grant to you.

We wish also wish to point out that under the terms of the enclosed Grant Agreement, the Grant funds may only be used for the purposes specified therein. None of the funds can be used to pay to the Oakland Unified School District any gift fee or overhead costs that the District assesses on gifts. We will require an acknowledgement from the District that the fee has been waived for this Foundation.

Please mail to us, along with the signed Grant Agreement, copies of OUSD's audited financial statement for the fiscal year ending June 30, 2011 and 2012.

Best wishes on the success of these programs. We look forward to your next report.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael D. Desler".

Michael D. Desler  
Executive Director

MDD/ebc  
Enclosures



**GRANT AGREEMENT**

**OAKLAND UNIFIED SCHOOL DISTRICT  
Grant Number 13-024**

**December 31, 2012**

This Grant Agreement ("Agreement") is between the Wayne and Gladys Valley Foundation (the "Foundation") and Oakland Unified School District ("Grantee"). The parties hereto agree as follows:

1. The Foundation shall make a Grant totaling \$500,000 to Grantee which Grant shall be used by Grantee solely as follows: a) \$375,000 in support of the budget for the Quality Community School Development Department (QCSD); and b) \$125,000 in support of the Secondary Literacy Program during the 2012-2013 school year (the "Project"), pursuant to and as set forth in Grantee's grant request dated August 22, 2012 and subsequent meetings with District representatives.

2. The Foundation shall disburse \$500,000 under this Agreement, unless otherwise determined by the Foundation's Board of Directors, following the Foundation's receipt of a fully executed Grant Agreement.

3. Grantee shall use the Grant funds only in accordance with the terms of this Agreement and pursuant to and as set forth in the above referenced grant request submitted by Grantee. Use of any portion of the Grant funds and earnings for any other purpose must have prior written approval of the Foundation. Unless such approval is given, any of the Grant funds and earnings not expended or any funds used for any purpose other than is expressly authorized shall be promptly refunded and returned to the Foundation.

None of the Grant funds, including earnings thereon, shall be used to pay to the Oakland Unified School District any overhead fee, or any other direct or indirect fee, cost or assessment that the District or Grantee assesses on gifts.

Grantee acknowledges that it will complete the full scope of work and expend the full budget for both the QCSD (approximate \$2 million budget) and Secondary Literacy Program (approximate \$1.473 million budget) for the 2012-13 school year.

4. On or shortly before August 31, 2013, Grantee shall provide the Foundation with a written report which should include: an itemized statement of the Project's income and final budget; a statement of the use of this Foundation's Grant funds for the Grant purposes; and a narrative evaluation report of the success of the Project, to include both QCSD and the Secondary Literacy Program. The report shall also contain information relative to any personnel changes in Grantee's board of directors, and of Grantee's Superintendent. Grantee shall supply the Foundation with such other information as may be necessary, desirable or requested to permit the Foundation to review the use made of this Grant.

Any future grant request will normally not be considered if reports scheduled by this Agreement are not received in a timely manner or if the Grantee has failed to comply with any provision in this Agreement.

5. The Foundation at any time upon reasonable notice may monitor and conduct an evaluation of operations under this Grant, which may include visits from Foundation's personnel to observe the Project, discussions about the Project with Grantee's personnel, and reviews of financial and other records and materials connected with the activities financed by this Grant.

6. Grantee shall not make or authorize, except as may be required by law, any public announcement or formal recognition regarding the making of this Grant without the prior written consent of the Foundation.

7. Grantee hereby certifies to the Foundation that:

(a) this Grant will not cause Grantee to lose its status as a public charity as defined in the Internal Revenue Code Section 170(c)(1);

(b) the determination letter(s) from the Internal Revenue Service acknowledging that Grantee is tax exempt under Section 501(c)(3) and is a public charity are still valid and have not been revoked, and that the Internal Revenue Service has not given notice to the Grantee that it will be deleted from either such status; and

(c) there is no action, suit, investigation or proceeding pending or, to the knowledge of Grantee, threatened, by or before any court or governmental or administrative body or agency which might result in a material adverse change in the activities, operations, assets or properties, in the tax exempt public charity non-private foundation status, or in the condition, financial or otherwise, of Grantee, or impair the ability of Grantee to perform its obligations under this Agreement or prevent Grantee's use of the Grant funds as intended hereunder.

8. Grantee shall not use any of the Grant funds:

(a) to carry on propaganda, or otherwise attempt, to influence legislation (within the meaning of Section 4945(d)(1) of the Internal Revenue Code);

(b) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Internal Revenue Code); or

(c) to participate in or intervene in (including the publishing or distributing of any statements), any political campaign on behalf of (or in opposition of) any candidate for public office.

9. Grantee shall keep its financial and other records so that they adequately show the use of the Grant funds exclusively for this Grant's purposes.

10. Nothing in this Agreement or in the making of this Grant, or otherwise, shall confer upon the Grantee any right except as is expressly set forth in this Agreement, and the Foundation shall not be under any duty or obligation to consider and/or act upon any future application by Grantee for a grant, or to make a grant to Grantee for any continuation of the Project or for any other project.

11. Grantee shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the Foundation, and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any other assignment or transfer.

12. This Agreement shall not become effective unless and until its provisions have been agreed to by Grantee and the Agreement duly executed by the parties hereto.

WAYNE AND GLADYS VALLEY FOUNDATION

Dated: 12/19/2012

  
By: Michael D. Desler, Executive Director

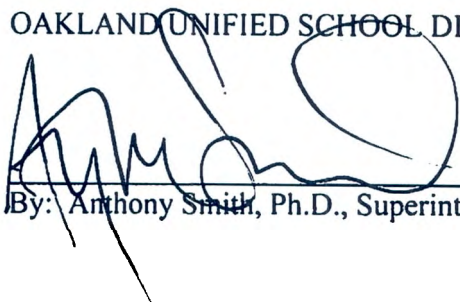
Grantee agrees to the provisions of this Agreement as set forth above.

By signing below, the undersigned Superintendent of Grantee hereby certifies that said Superintendent has been duly authorized by Grantee's board of directors or trustees, or is otherwise authorized pursuant to Grantee's articles of incorporation or by-laws, to execute this Agreement on behalf of Grantee as a binding agreement of and fully enforceable against Grantee.

OAKLAND UNIFIED SCHOOL DISTRICT

Dated: \_\_\_\_\_

1/9/13



By: Anthony Smith, Ph.D., Superintendent