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Enactment Number	13-1084
Enactment Date	6/12/13
By	<i>[Signature]</i>



**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 Award**

**ACTION REQUESTED:**

Approval and support by the Board of Education of District grant award for OUSD schools for Fiscal Years 2013-2016 pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

**BACKGROUND:**

Grant award for OUSD schools for the Fiscal Year 2013-14 to Fiscal Year 2015-16 was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant agreement are attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
	Yes	Grant	Oakland Unified School District	OUSD transformation into a Full Service Community School District	July 1, 2013 to June 30, 2016	Kaiser Foundation Hospital Fund for Community Benefit	\$10,000,000.00

**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 schools from the funder.

- Grants valued at: \$10,000,000.00

**RECOMMENDATION:**

Approval and support by the Board of Education of District grant award for OUSD schools for Fiscal Years 2013-2016 pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

OUSD Grants Management Face Sheet 2012-13

<b>Title of Grant:</b> <i>Community Schools, Thriving Students: Creating a Full Service Community School District</i>	<b>Funding Cycle Dates:</b> July 1, 2013-June 30, 2016
<b>Grant's Fiscal Agent:</b> Oakland Unified School District	<b>Grant Amount for Full Funding Cycle:</b> \$10,000,000
<b>Funding Agency:</b> Kaiser Foundation Hospital Fund for Community Benefit	<b>Grant Focus:</b> Transformation into a Full Service Community School District
<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?	This grant contributes to OUSD's transformation into a Full Service Community School District, fully supporting the success of community schools and thriving students.
How will this grant be evaluated for impact upon student achievement?	The grant will rely on OUSD's existing comprehensive system of data collection and analysis to evaluate overall impact as a Full Service Community District.
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?	No
Who is the contact managing and assuring grant compliance?	Maria Santos, Deputy Superintendent 2111 International Blvd Oakland, CA 94606 510- 434-7790 maria.santosdept.su@ousd.k12.ca.us

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
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Principal

Department Head

**Grant Office Obtained Approval Signatures:**

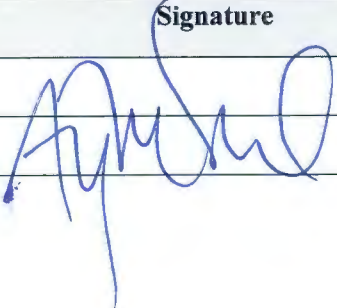
Entity	Name	Signature	Date
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Fiscal Officer

Vernon Hal

Superintendent

Tony Smith



5/31/13



*The Kaiser Foundation Hospital Fund for Community Benefit Programs  
at the East Bay Community Foundation*

PLEASE RETURN GRANT AGREEMENT TO THE ATTENTION OF GRANTS  
MANAGER

May 16, 2013

Dr. Tony Smith  
Superintendent  
Oakland Unified School District  
2111 International Blvd  
Oakland, CA 94606

**RE: Grant #20132201**

Dear Dr. Smith:

I am pleased to notify you that the Kaiser Foundation Hospital Fund for Community Benefit Programs at the East Bay Community Foundation has awarded a grant to Oakland Unified School District for \$10,000,000.00. This grant is for *Community Schools, Thriving Students: Creating a Full-Service Community District*. The funds will be sent by wire transfer upon the receipt of the signed grant agreement and the wire transfer instructions.

The enclosed Grant Agreement forms the contract between Oakland Unified School District and the East Bay Community Foundation. Please read it carefully as it outlines the conditions of the grant as well as the payment and reporting schedule.

Please sign and return all the pages of the Grant Agreement as soon as possible. ***Failure to return the signed Agreement to the Foundation within 30 days could result in cancellation of this grant offer.*** We will forward a copy of the signed agreement back to you.

Also enclosed are the reporting guidelines. *Please keep these guidelines in your files to assist you in the preparation of reports as indicated.* The grant number for this grant is #20132201. Please refer to it in your correspondence with us.

Sincerely,

Darrien Louie  
Director of Public and Private Partnerships

De Domenico Building  
200 Frank H. Ogawa Plaza  
Oakland, CA 94612

Main 510/836.3223  
Fax 510/836.3287  
info@eastbaycf.org  
www.eastbaycf.org

Enclosure: Grant Agreement, Report Guidelines

cc: Perry Chen, Chief of Staff; Madeleine Clarke, Development Director



*The Kaiser Foundation Hospital Fund for Community Benefit Programs  
at the East Bay Community Foundation*

**CORPORATE-ADVISED GRANT PROGRAM  
GRANT AGREEMENT**

Between the Kaiser Foundation Hospital Fund for Community Benefit Programs at the East Bay Community Foundation and:

**Grantee:** Oakland Unified School District  
**Address:** 2111 International Blvd  
Oakland, CA 94606  
**Contact Person:** Dr. Tony Smith, Superintendent  
**Foundation Contact:** Darien Louie, Director of Public and Private Partnerships  
**Grant Number:** #20132201

**Purpose and Conditions of the Grant**

This grant from the Kaiser Foundation Hospital Fund for Community Benefit Programs at the East Bay Community Foundation is made to Oakland Unified School District for the purpose and with the conditions outlined below.

1. **Grant Purpose:** *Community Schools, Thriving Students.*  
Creating a Full-Service Community District - as stated in the workplan
2. **Grant Period:** 06/01/2013 - 05/31/2016
3. **Grant Amount:** \$10,000,000.00
4. **Payment Schedule:**

05/31/13	\$3,333,333.33
05/30/14	\$3,333,333.33
05/29/15	\$3,333,333.34
5. **Reporting Schedule:** Progress reports must be provided annually, but no later than: 05/01/2014, 05/01/2015  
Final report must be provided at the end of the grant period, but no later than: 07/01/2016
6. **Special Conditions:** Grant Classification (re: Financial Accounting Standard Board's SFAS 116-117):

I. Unconditional <input checked="" type="checkbox"/>	II. Unrestricted <input type="checkbox"/>
Conditional <input type="checkbox"/>	Restricted <input checked="" type="checkbox"/>

Restricted grants can be used only to fund the stated purpose of the grant. Conditional grants are paid only after a condition has been met.

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Oakland, CA 94612

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## **Kaiser Foundation Hospital Fund for Community Benefit Programs Grant Agreement Grant #20132201**

In addition to the specific terms listed above for Grant #20132201, the Kaiser Foundation Hospital Fund for Community Benefit Programs at the East Bay Community Foundation awards this Grant contingent upon Oakland Unified School District's compliance with the following terms and conditions, and Oakland Unified School District agrees to all these terms and conditions. Together, the specific terms listed above and the following terms and conditions form "the Agreement."

### **1. Tax-Exempt Status**

Oakland Unified School District is a (i) tax-exempt organization currently recognized by the Internal Revenue Service ("IRS") as a public charity described in section 501(c)(3) and 509(a)(1) or (2) of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) a local, state or federal government agency. Oakland Unified School District represents and warrants to the East Bay Community Foundation that:

- Oakland Unified School District's tax-exempt status under the Code has not been revoked or modified since the issuance of the IRS determination letter, a copy of which Oakland Unified School District has provided to the East Bay Community Foundation and Oakland Unified School District shall not take any action or omission that would cause such status to be revoked or modified during the term of this Grant; and
- There is no issue, audit or other proceedings presently pending before any office of the IRS that could result in any proposed or actual changes to Oakland Unified School District's tax-exempt status under the Code, or before the Franchise Tax Board that could result in any proposed or actual changes to Oakland Unified School District's tax-exempt status under California Revenue and Taxation Code Section 23701; and
- Oakland Unified School District shall immediately notify the East Bay Community Foundation if Oakland Unified School District's tax-exempt status is revoked, suspended or modified (or any threatened or proposed revocation, suspension or modification of tax-exempt status) during the term of this Grant.

### **2. Expenditure of Funds**

This Grant must be used for the project and purpose identified in this Agreement, and as described in Oakland Unified School District's proposal and approved by the East Bay Community Foundation ("Grant Purpose"), and may not be expended for any other purposes without East Bay Community Foundation's prior written approval. If the Grant is intended to support a specific project or to provide general support for a specific period, any portion of the Grant unexpended at the completion of the project at the end of the period or not used for the Grant Purpose shall be returned immediately to the East Bay Community Foundation, unless otherwise agreed by the East Bay Community Foundation in writing. Oakland Unified School District may not expend any Grant funds for any purpose that is not charitable or educational, for any political or lobbying activities, or for any purpose other than one specified in Section 170(c)(2)(B) of the Code. Oakland Unified School District must obtain prior written approval from the East Bay Community Foundation for changes to budgetary allocations that amount to 10% or more of the total budget of the Grant award or for changes to the Grant period.

### **3. No Assignment or Delegation**

Oakland Unified School District may not assign, or otherwise transfer, its rights or delegate any of its obligations under this Grant without prior written approval from the East Bay Community Foundation.

### **4. Records and Reports**

Oakland Unified School District is required to keep a record of all receipts and expenditures relating to this Grant and to provide the East Bay Community Foundation with written reports summarizing the progress made, as detailed on the East Bay Community Foundation's Progress Report Guidelines and Final Report Guidelines. The East Bay Community Foundation may also require additional interim reports. Oakland Unified School District's reports shall describe its progress in achieving the purposes of the Grant and include a detailed accounting of the uses or expenditure of all Grant funds. Oakland Unified School District also agrees to provide any other information reasonably requested by the East Bay Community Foundation. If Oakland Unified School District obtains any audited financial statements covering any part of the Grant period, Oakland Unified School District shall provide a copy to the East Bay Community Foundation as well. Oakland Unified School District is required to keep the financial records with respect to this Grant, along with copies of any reports submitted to the East Bay Community Foundation, for at least four years following the year in which all Grant funds are fully expended.

### **5. Required Notification**

Oakland Unified School District is required to provide the East Bay Community Foundation with immediate written notification of: (1) any changes in its tax-exempt status; (2) its inability to expend the Grant for the Grant Purposes; (3) any expenditure from this Grant made for any purpose other than those for which the Grant was intended; (4) any modification of the budget, Scope of Work or timeline; and (5) any significant changes in Oakland Unified School District's leadership or staffing.

### **6. Reasonable Access for Evaluation**

Oakland Unified School District is expected to actively participate in the evaluation of Kaiser Foundation Hospital Fund for Community Benefit Programs, including the East Bay Community Foundation's evaluation of Oakland Unified School District's project within that program. At the East Bay Community Foundation's request, Oakland Unified School District will permit the East Bay Community Foundation and its representatives to conduct site visits and have reasonable access during regular business hours to Oakland Unified School District's files, records, accounts, personnel and clients or other beneficiaries for the purpose of making financial audits, verifications or program evaluations as the East Bay Community Foundation deems necessary or appropriate concerning this Grant award.

### **7. Publicity**

Oakland Unified School District shall obtain the East Bay Community Foundation's prior written consent of the text of any proposed publicity concerning this Grant prior to the release of such publicity. The East Bay Community Foundation may include information regarding this Grant, including the amount and purpose of the Grant, any photographs provided by Oakland Unified School District, Oakland Unified School District's logo or trademark, or other information or materials about Grantee's organization and activities, in Kaiser Foundation Hospital Fund for Community Benefit Programs at the East Bay Community Foundation's periodic public reports, newsletters, and news releases.

### **8. Right to Modify or Revoke Payments**

Payments made under this Grant are contingent upon Oakland Unified School District's compliance with the terms of this Agreement. The East Bay Community Foundation reserves the right to discontinue, modify or withhold any payments of this Grant award or to require a total or partial

refund of any Grant funds if, in the East Bay Community Foundation's sole discretion, such action is necessary: (i) because Oakland Unified School District has not fully complied with the terms and conditions of the Grant and of this Agreement, including without limitation, Oakland Unified School District's loss of tax-exempt status or Oakland Unified School District's use of Grant funds for purposes other than the Grant Purpose; (ii) to protect the purpose and objectives of the Grant or any other charitable activities of Kaiser Foundation Hospital Fund for Community Benefit Programs at the East Bay Community Foundation; or (iii) to comply with the requirement of any law, regulation, or regulatory agency policy applicable to Oakland Unified School District, Kaiser Foundation Hospital Fund for Community Benefit Programs at the East Bay Community Foundation, the East Bay Community Foundation or this Grant.

## **9. Termination**

The East Bay Community Foundation may terminate this Grant immediately for any of the reasons specified in Section 8 or for Oakland Unified School District's engagement in willful misconduct or negligence.

## **10. Independent Contractors**

With respect to administration of this Grant, the parties understand and agree that each is at all times acting and performing as an independent contractor with respect to the other. Except as expressly set forth in this Agreement, neither party, nor any of its employees, shall be construed to be the agent, employee or representative of the other for any purpose, or liable for any acts or omissions of the other.

## **11. Compliance**

Oakland Unified School District shall (i) maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and its employees and all other persons engaged in work in conjunction with this Grant, and (ii) perform its duties and obligations under this Agreement according to industry standards and in compliance with all applicable laws. As an organization with numerous contracts with the federal government, the East Bay Community Foundation and its affiliates are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action. This Section constitutes notice that Oakland Unified School District may be required to comply with the following Federal Acquisition Regulations (each a "FAR") at 48 CFR Part 52, which are incorporated herein by reference: (a) Equal Opportunity (April 2002) at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2006) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222-36, and (d) Utilization of Small Business Concerns (May 2004) at FAR 52.219-8. In addition, Executive Order 13495 concerning the obligations of federal contractors and subcontractors to provide notice to employees about their rights under Federal labor laws, or its successor, shall be incorporated herein by reference.

## **12. Miscellaneous**

This Agreement shall be governed by the laws of the State of California, without regard to its conflict of law principles. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall, together, constitute one and the same instrument. Oakland Unified School District may not assign or delegate any right, duty or obligation under this Agreement without prior written approval from the East Bay Community Foundation. Any change of ownership or control of Oakland Unified School District shall be deemed an assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective, permitted successors and assigns. This Agreement, including any exhibits and attachments (all of which are incorporated into this Agreement by this reference), is the entire agreement of the parties with respect to the subject matter herein, and supersedes any and all other prior or contemporaneous agreements, promises, negotiations or representations, whether oral or

written. This Agreement, including exhibits and attachments, may not be amended except in a writing signed by each party.

By accepting this grant, Oakland Unified School District certifies to the East Bay Community Foundation that (i) no tangible benefit, goods, or services are received by any individuals or entities connected with the Kaiser Foundation Hospital Fund for Community Benefit Programs, and (ii) this grant will not be used or deemed by the Oakland Unified School District to satisfy the payment of any pledge or other personal financial obligation on behalf of the donors of the Kaiser Foundation Hospital Fund for Community Benefit Programs.

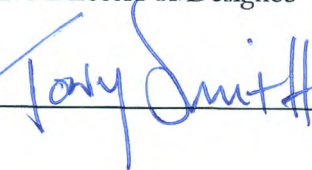
**Dated as of:** \_\_\_\_\_

By signing this Agreement the Oakland Unified School District signatory acknowledges that he/she has read and understood the Agreement, he/she has the authority to sign this Agreement and bind the Oakland Unified School District thereto, and that the Oakland Unified School District hereby accepts and agrees to perform all of the terms and conditions of this Agreement.

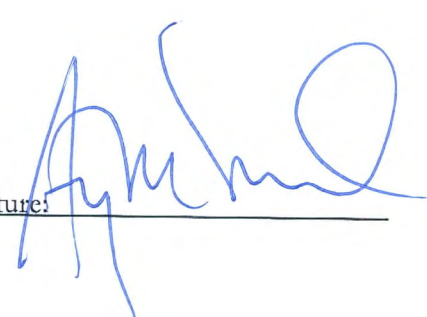
**Grantee:** Oakland Unified School District

By: Executive Director or Designee

Name: \_\_\_\_\_



Signature: \_\_\_\_\_



**The East Bay Community Foundation:**

By: \_\_\_\_\_

Darien Louie, Director of Public and Private Partnerships



*The Kaiser Foundation Hospital Fund for Community Benefit Programs  
at the East Bay Community Foundation*



FINAL REPORT GUIDELINES

*Please keep this form in your files. Return it completed to the East Bay Community Foundation on the Report Due Date noted below. Please read these guidelines carefully at the start of your grant period to better address the points below at the grant's conclusion. Attach this sheet as the cover for your report.*

**Grant #:** 20132201 **Amount:** \$10,000,000.00  
**Agency Name:** Oakland Unified School District  
**Grant Contact:** Dr. Tony Smith, Superintendent  
**Purpose of Grant:** *Community Schools, Thriving Students:* Creating a Full-Service Community District  
**Grant Period:** 06/01/2013 - 05/31/2016  
**Final Report Due:** 07/01/2016  
**Foundation Contact:** Darien Louie, Director of Public and Private Partnerships

*Please submit a narrative report (approx. 2-4 pages) addressing the following questions for the project or activities. This grant report may be used to keep both Foundation staff and donors informed about your activities and the impact of our support. If you have any questions concerning these guidelines, please contact the Foundation Contact person indicated above.*

1. Please report the outcomes of the funded project for your organization, your constituents and/or your community. For general support grants, state your organization's key objectives during the grant period. Include the methods used to evaluate these outcomes.
2. Please describe any changes in key leadership positions in the program and/or organization.
3. In addition to measuring the outcomes of the funded project, we are interested in how grants directly improve the lives of the people in your community. Please share one or more stories or quotes that show how this project has made a difference in the lives of the people your program serves.
4. Include an updated copy of your grant budget with actual expenditures and all sources of revenue.

De Domenico Building  
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Oakland, CA 94612

Main 510/836.3223  
Fax 510/836.3287  
info@eastbaycf.org  
www.eastbaycf.org

You are welcome to submit photographs, press releases, news clippings or other media associated with this project.

Please submit this report electronically to [grantsmanagement@eastbaycf.org](mailto:grantsmanagement@eastbaycf.org).