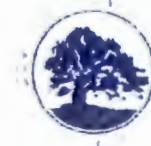


File ID Number	16-1868
Introduction Date	9-14-16
Enactment Number	16-1502
Enactment Date	9-14-16
By	



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

To: Board of Education
From: Antwan Wilson, Superintendent
Subject: Grant Award Acceptance – Silvergiving Foundation – Oakland International High School

ACTION REQUESTED:

Acceptance by the Board of Education of Grant Award from the Silvergiving Foundation, in the amount of \$75,000.00, to set up a learning lab for regional teacher preparation programs and other local high schools to better prepare and support teachers to serve newcomers and English Language Learners, at Oakland International High School, for the period of July 1, 2016 through June 30, 2017, pursuant to the terms and conditions thereof, and authorization to submit amendments thereto, for the grant period, if any.

BACKGROUND:

Grant proposals for OUSD schools for the 2014-2015 fiscal years were submitted for funding as indicated in the chart below. The Grant Face Sheet and Grant Award Notification attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
	x	Grant	Oakland International High School	Support establishment of a Learning Lab at OIHS to support professional development of teachers and leaders related to newcomers and ELLs	7/01/2016 thru 6/30/2017	Silvergiving Foundation	\$75,000

DISCUSSION

The District created a Grant Face Sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and completed grant application for the program listed in the chart by the school.

FISCAL IMPACT:

The total amount of grant will be provided to OUSD schools from the funder.

- Grants valued at: \$75,000

RECOMMENDATION:

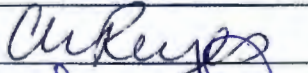
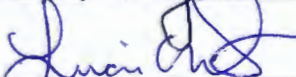
Acceptance by the Board of Education of Grant Award from the Silvergiving Foundation, in the amount of \$75,000.00, to set up a learning lab for regional teacher preparation programs and other local high schools to better prepare and support teachers to serve newcomers and English Language Learners, at Oakland International High School, for the period of July 1, 2016 through June 30, 2017, pursuant to the terms and conditions thereof, and authorization to submit amendments thereto, for the grant period, if any.

Attachments: Face Sheet
Copy of check and board memo

Title of Grant: OIHS Learning Lab	Funding Cycle Dates: July 2016- June 2017
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Sarah Kim Sarah@silvergiving.org 1 Lombard St Suite 305 San Francisco, Ca 94111	Grant Amount for Full Funding Cycle: \$75,000
Funding Agency: Silvergiving Foundation	Grant Focus: OIHS Learning Lab
List all School(s) or Department(s) to be Served: Oakland International High School	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Improve the quantity and quality of teachers prepared to and currently teaching newcomer students in Oakland
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 4.75% 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 4.25% 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.)	Carmelita Reyes, Principal Carmelita.Reyes@ousd.org Cell#510-435-3271

Applicant Obtained Approval Signatures:

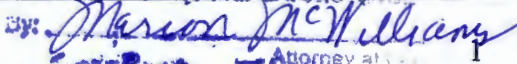
Entity	Name/s	Signature/s	Date
Principal	Carmelita Reyes		5/26/16
Department Head (e.g. for school day programs or for extended day and student support activities)	Lucia Monte		8/15/16

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Veron Hall		
Superintendent	Antwan Wilson		

OAKLAND UNITED SCHOOL DISTRICT
Office of General Counsel

APPROVED FOR FORM & SUBSTANTIVE

By: 
Attorney at Law

silvergiving
FOUNDATION

rrhalperin
FOUNDATION

May 11, 2016

Carmelita Welsh Reyes
Principal
Oakland International High School
4521 Webster St
Oakland, CA 94609

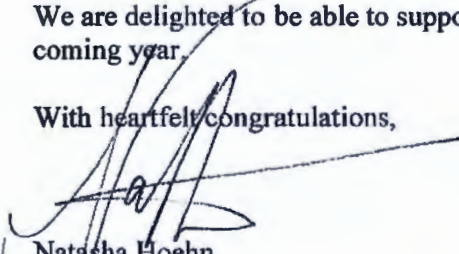
Dear Carmelita,

I am delighted to inform you that the Board of Directors of the Robert & Ruth Halperin Foundation has approved your grant request. We are funding Oakland International High School with a \$75,000 one year grant to set up Oakland International High School as a learning lab for regional teacher preparation programs and other local high schools to better prepare and support teachers to serve newcomers and English Language Learners, as outlined in your proposal dated April 12, 2016.

Please review and agree to the terms of this grant award as outlined in the enclosed Grant Agreement Form. By signing that form, you are accepting these terms. Once we receive the signed agreement we will promptly send your check. Please feel free to reach out to Silver Giving's new Grants Manager Sarah M. Kim at sarah@silvergiving.org or 415-834-9934 x 34 with any questions you may have.

We are delighted to be able to support your organization, and wish you the utmost success in the coming year.

With heartfelt congratulations,



Natasha Hoehn
Executive Director

NB. Please note that the entity from which you are receiving funds is the **Robert & Ruth Halperin Foundation**. Publicly, however, please refer to this grant as coming from the **Silver Giving Foundation**.

silvergiving
FOUNDATION

rrhalperin
FOUNDATION

General Requirements of Grant

USE OF FUNDS: This grant must be used only for the purpose(s) stated in our award letter and as set forth in the proposal submitted to the Silver Giving Foundation and/or the Robert and Ruth Halperin Foundation (the "Foundation") in 2016 and as described in any further correspondence related to material changes in proposal outcomes and activities, all of which are incorporated by reference (collectively, the "Project"). Any change of purpose or scope of the Project, any key personnel change, or any major budget change must be communicated promptly to the Foundation. If the Foundation does not agree to modify the grant, any unexpended funds must be returned to the Foundation together with the interest earned.

REPORTING: We may ask you to submit complete progress reports on the Project. Reporting guidelines will be emailed to you by the Foundation and shall include both financial and narrative sections. The financial portion should include an itemized listing of the project expenses to which the grant funds have been applied and a financial accounting for the use of any interest and other income from the grant. All receipts and vouchers must be retained, but need not to be submitted unless requested by the Foundation.

PUBLIC RELATIONS: The Foundation does not expect you to incur advertising or public relations expenses in announcing the receipt of this grant. However, we ask you to submit any press release mentioning the Foundation for approval before distribution.

IMPERMISSABLE PURPOSES: Grantee agrees that no portion of the Grant Amount shall be used (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, as defined by the Internal Revenue Code and applicable Treasury Regulations. Grantee also acknowledges that Grantor has not designated use of funds or directed activities for purposes of any attempt to influence legislative or administrative action as defined by the California Political Reform Act.

SUBGRANTEES/SUBCONTRACTORS: Grantee shall retain full discretion and control over the selection of any subgrantees or subcontractors to carry out Grantee's charitable purposes and acknowledges that all subgrantees or subcontracts act independently of the Grantor. Grantee and Grantor acknowledge that there is no agreement, oral or written, by which Grantor may cause Grantee to choose any particular subgrantee or subcontractor. Grantee shall require that any subgrantee or subcontractor be subject to the Public Relations requirements of this Agreement. All obligations of Grantee under Paragraph 3 shall remain in full force and effect.

PAYMENT: Payments of this Grant Amount shall be made to the Grantee by either the Silver Giving Foundation or the Robert and Ruth Halperin Foundation. 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 and shall be used exclusively to implement the purposes of the Project set forth in Paragraph 1.

BOOKKEEPING PROCEDURE: Please show the grant funds separately on your books of account and maintain an accurate record of the funds received and expenses incurred under this grant in accordance with Internal Revenue Code and Treasury Regulations. Such books of account must be retained for at least four years after receipt of our final report and made available to the Grantor at reasonable times.

TAX STATUS: Provide the Foundation with immediate notification of any changes in your organizations' tax status.

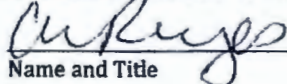
EVALUATION: The Foundation is to have reasonable access to your files, records, and personnel for the purposes of making financial audits, verification of programs, or program evaluations, if deemed necessary.

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.

VIOLATIONS OF CONDITIONS: Any violation of the conditions set forth above will require a refunding to the Foundation of any grant funds involved in the violation. The Foundation reserves the right to discontinue, modify, or withhold any payments due under this grant award or to require a refund of any grant funds if, in its judgment, such action is necessary to comply with the requirements of any law or regulation affecting its responsibilities under this grant award.

SIGNED AND AGREED TO BY:



Name and Title

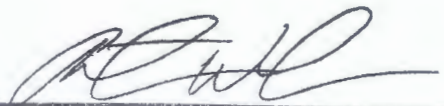
5/20/16
Date

Principal, OHS.

Revised May 2016

DATE: _____
BY: 
Sharon McWilliams
Attorney at Law


James Harris
President, Board of Education


Antwan Wilson
Secretary, Board of Education

File ID Number: 16-1868
Introduction Date: 9-14-16
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By: J