

File ID Number	20-2096
Introduction Date	11/12/20
Enactment Number	20-1654
Enactment Date	11/12/2020
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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

November 12, 2020

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Anita Iverson-Comelo, Principal, Bridges Academy

Subject: Grant Agreement - Educate78 - Bridges Academy

ACTION REQUESTED:

Approval by the Board of Education of a Grant Agreement between District and Educate78, with the District accepting \$80,500.00, to support the 3-Year School Transformation Plan at Bridges Academy, for the period of November 2, 2020 through June 30, 2022, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant Agreement for OUSD schools for the 2020-2022 fiscal years was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
20-2096	Yes	Grant	Oakland Unified School District's Bridges Academy	To support the 3-Year School Transformation Plan at Bridges Academy.	November 2, 2020 through June 30, 2022	Educate78 Grant	\$80,500.00

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 application 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: \$80,500.00

RECOMMENDATION:

Approval by the Board of Education of a Grant Agreement for Bridges Academy for fiscal years 2020-2022, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

Grant Face Sheet
Grant Agreement

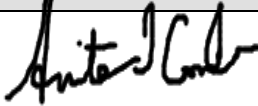
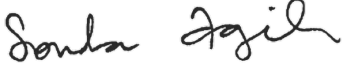
OUSD Grants Management Face Sheet

Title of Grant: Oakland Unified School District: Three-Year Transformation Plan	Funding Cycle Dates: November 2, 2020 through June 30, 2022
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Gloria Lee Educate78 2323 Broadway Oakland, CA 94612 (510) 764-3378	Grant Amount for Full Funding Cycle: \$80,500.00
Funding Agency: Educate78 2323 Broadway Oakland, CA 94612	Grant Focus: To support the 3-Year School Transformation Plan at Bridges Academy.
List all School(s) or Department(s) to be Served: Bridges Academy	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant will support our site in implementing our 3-Year School Transformation Plan. Our two goals in our plan are to 1) implement a more rigorous standards-aligned language arts program by focusing on students writing about complex texts and tasks with academic discussions, and 2) leveraging the human capital in our school to improve classroom instruction. That means focusing on PLCs, consistent observation-feedback cycles, and differentiated coaching based on instructional needs at our site.
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 5.56% 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.)	We have specified indicators of progress for each of our next 3 years in our plan. For year one, we are looking at the following indicators: <ul style="list-style-type: none"> ● At least 20% of students in 3rd-5th will meet or exceed standards on ELA SBAC ● At least 50% of K-2nd students will be reading at grade level in the language of instruction per F&P ● ELL Review focal indicators (1.1 & 2.3) will show at least 0.5 improvement by EOY ● Self Reflections (3x year) using Academic Discussion Continuum of Teacher Practice will show progress on the continuum ● EOY survey will show at least 50% of teachers reported getting support through differentiated 1:1 coaching or coaching through grade level PLCs ● At least 80% of teachers will have had at least 3 observations and feedback on OETF indicators 2C, 3A, 3B1, 3C2 and 3C3 and at least 50% of teachers will move one column towards "exemplary" ● A robust data and progress tracking system exists for each student and for classroom and school wide trends
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? <small>(If yes, include the district's indirect rate of 5.56% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)</small>	Yes
Will the proposed program take students out of the classroom for any portion of the school day? <small>(OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)</small>	No
Who is the contact managing and assuring grant compliance? <small>(Include contact's name, address, phone number, email address.)</small>	Anita Iverson-Comelo Oakland Unified School District 1325 53 rd Avenue Oakland, CA 94601 510.535.3876 Anita.Comelo@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Anita Iverson-Comelo		10/15/20
Chief Academic Officer	Sondra Aguilera		10/15/2020

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	N/A		
Superintendent	Kyla Johnson-Trammell		



GRANT#: Bridges Academy - 11/02/2020

10/05/2020

Dear Sondra Aguilera & Anita Iverson-Comelo,

I am delighted to inform you that a grant has been approved in the amount of \$80,500.00 to Bridges Academy for 11/02/2020 through 06/30/2022 to support Bridges Implementation of a 3-Year Plan.

This agreement ("Grant Agreement") forms the contract between Educate78 and Bridges Academy (Grantee). Please read it carefully as it outlines the conditions of the grant as well as the payment and deliverables schedules. If you agree to the terms and conditions, please sign this Grant Agreement. No funds will be disbursed until this Grant Agreement has been signed and returned. In addition to providing a grant, we commit to an open, two-way constructive relationship in support of your organization and its mission.

We look forward to collaborating with you to ensure that every child in every neighborhood of Oakland has a great public education.

Warmly,

A handwritten signature in blue ink, appearing to read "Gloria", with a long horizontal flourish extending to the right.

Gloria Lee
CEO
Educate78



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2323 Broadway
Oakland, CA
94612

SECTION 1: FUNDING OVERVIEW

Organization Name	Bridges Academy
Date Approved	10/05/2020
Amount of Grant	\$80,500.00
Grant Approval	Board of Directors
Grant Period	Grant Start: 11/02/2020 Grant End: 06/30/2022
Key People	
Primary Grant Contact	Name: Anita Iverson-Comelo Email: anita.comelo@ousd.org
Educate78 Contact	Name: Bela Bhasin Email: bbhasin@educate78.org
Additional Grant Contact	Name: Sondra Aguilera Email: sondra.aguilera@ousd.org

SECTION 2: GRANT PURPOSE & WORKING RELATIONSHIP

Educate78 is a nonprofit corporation organized and operated for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code (“IRC”) and desires to provide a grant to Grantee to conduct charitable and educational activities. Every effort must be made to safeguard the integrity of Educate78’s tax status under IRC section 501(c)(3). Therefore, it is mutually understood that this grant is awarded with the expectation that the Grantee will expend the entire amount to support Bridges Academy’s three-year plan.

While minor changes in plan are expected, prior written approval of Educate78 is required to use the funds in a way that is fundamentally different from the stated intentions of the grant. It is the responsibility of the Grantee to ensure that its use of funds conforms with the purpose and objectives of the grant or to seek approval for a change.

WORKING RELATIONSHIP

In addition to providing a grant, we commit to an open, two-way, constructive relationship in support of your organization and its mission.

Educate78 Commitments	Grantee Commitments
<ul style="list-style-type: none"> We commit to doing our work in alignment with our organization’s core values: connected, authentic, purposeful, equity-centered, and solutions-oriented. 	<ul style="list-style-type: none"> In a proactive, open and timely manner, we will inform Educate78 about every significant issue, challenge, transaction and event that may affect the organization’s outcomes and impact.



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- We will be an active thought partner in your work. We seek to be constructive, and may sometimes be challenging as a means of pushing you to higher levels of impact.
- We will be a resource to you. We can help make connections with potential partners, funders, vendors, policy makers or clients. We can share strategic insights and provide hands-on assistance on projects related to specific management challenges or opportunities. We are also happy to participate in meetings or events involving your stakeholders.
- We will regularly seek out your perspective on how we are doing. Your feedback helps us improve our own work and achieve greater impact.
- We will make every attempt to minimize our data and information requests. We know such requests can be disruptive to your team, but they are sometimes needed to capture important knowledge and measure our own impact.
- We will tell you as soon as reasonably possible if there is a problem in our relationship. We share the responsibility to provide hard feedback if it is necessary.
- We will ask Educate78 for help whenever we believe Educate78 may be able to help think through an issue, connect to a potential partner, customer, vendor, or resource, and execute a strategic project.
- We will share our victories and successes with Education to celebrate together!
- We will attend and actively participate in networking, professional development, and field-building events sponsored by Educate78.
- We will provide data and information as requested in a timely manner.



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SECTION 3: DISBURSEMENT & DELIVERABLES

These funds will be disbursed on the following schedule. All disbursements are contingent upon the grantee completing the actions or meeting the milestones and reporting deadlines indicated below.

SUMMARY OF DISBURSEMENTS

Anticipated Date	Disbursement Amount	Disbursement Type	Tied to Deliverable (If Applicable)	Initials
11/30/2020	\$80,500.00	Final	Check-In (by phone or by Zoom)	ll sl
GRANT TOTAL: \$80,500.00				

SUMMARY OF DELIVERABLES

Deliverable Name	Deliverable Type	Due Date	Deliverables
Annual Check In	Site Visit or Check-In	11/30/2020	Check-In (by phone or by Zoom)



SECTION 4: GENERAL PROVISIONS

This Grant Agreement contains the terms and conditions for GRANT#: Bridges Academy - 11/02/2020 in the amount of \$80,500.00 from Educate78 to Bridges Academy (the Grantee). By signing this Grant Agreement and accepting grant funds, the Grantee agrees to the obligations and conditions, and makes the representations set forth below.

- a. **Discretion of Grantee.** The Grantee confirms that it retains full discretion and control over the process of selecting any persons or organizations (researchers, employees, independent contractors, secondary grantees, conference participants, consultants, vendors, or suppliers) or any equipment, supplies, or products, to carry out the purposes of this grant, completely independently of Educate78. The Grantee confirms that there is no agreement, either written or oral, that Educate78 can cause the selection of particular persons or organizations or direct the use of grant funds for any particular expenditure.
- b. **Donors.** Educate78 makes grants using funds from a variety of foundations and individuals, and at its sole discretion has selected the Grantee to receive this grant. Grantee may not make any statement, or otherwise imply to the media, the general public or any other donor or investor that Grantee is supported by any donor other than Educate78, unless your organization has directly received funds from that donor.
- c. **Use of Funds for Purpose.** Grantee shall use the funds solely for the project described in Section 2 of this Grant Agreement, and Grantee shall repay to Educate78 any portion of the amount granted which is not used for that project. Any changes in the purpose for which grant funds are to be spent must be approved in writing by Educate78 before implementation of those changes and expending funds on those changes. Educate78 retains the right, if Grantee breaches this Agreement, or if Grantee's conduct of the project jeopardizes Educate78'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 Educate78's sole judgment.
- d. **Intellectual Property.** Any tangible or intangible property, including copyrights, obtained or created by Grantee as part of this project shall remain the property of Grantee.
- e. **No Agency Relationship.** Nothing in this Agreement shall constitute the naming of Grantee as an agent or legal representative of Educate78 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 employment, agency, partnership, or joint venture between the parties hereto, and Grantee shall not represent to anyone that it is the employee, agent, legal representative of, partner, or joint venture of Educate78.
- f. **Milestones and Reporting.**
 1. Grantee shall submit full and complete reports to Educate78 in compliance with the schedule stated in Section 3 of this Grant Agreement. The report shall describe the charitable and educational 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.
 2. Grantee further agrees to promptly provide Educate78 any additional information, reports, or documents requested by Educate78 for the purposes of completing financial reviews, audits, verifications, or program evaluations as deemed needed by Educate78.
 3. Grantee understands that Educate78's obligation to disburse funds to Grantee as outlined above in Section 3 is contingent upon and shall not arise until Grantee completes the required milestones and reporting obligations stated in Section 3. Grantee further confirms and agrees that if Grantee fails to complete any milestone or reporting requirement within 12 months of the date indicated in the schedule in Section 3, all of Educate78's obligations to disburse any remaining grant funds shall lapse and Grantee shall lose any right to further funding under this Agreement even if Grantee later completes the



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required milestone or reporting requirement. In such an event, Grantee may reapply for Grant funding and Educate78, at its sole discretion, may enter into a new grant agreement with Grantee.

- g. **Publicity.** Grantee shall inform its Board, staff, parents, community partners and other relevant stakeholders of Educate78's grant, engaging Educate78 for support in promotion. This may be done through a variety of approaches, including press release, newsletter, logo on the website, social media post, physical banner or other signage. Educate78 will provide a digital copy of its logo for this use and can support development of joint promotional materials. Grantee is encouraged to include Educate78 as a supporter in annual reports, presentations, and proposals.
- h. **Prohibited Activity.** Grantee shall not use grant funds or otherwise engage in any activity on behalf of Grantor that jeopardized Grantor's status as an exempt nonprofit public charity under IRC section 501(c)(3) including, but not limited to, any of the following activities: (1) Attempting to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3), except to an insubstantial degree; (2) Participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office; (3) Induce or encourage violations of law or public policy; and (4) Cause any private inurement or improper private benefit to occur.
- i. **Grantee's Tax Status.** Grantee hereby represents and warrants that it is tax-exempt as a government instrumentality under IRC section 170(c). Grantee further represents and warrants that it shall notify Educate78 immediately of any change in Grantee's legal or tax status, or Grantee's executive or key staff responsible for achieving the grant purposes.
- j. **Termination.** Educate78 may terminate this Agreement immediately and cancel any unpaid disbursements if Educate 78 determines, in its sole discretion, that: (1) it is not reasonably satisfied with Grantee's progress under this Agreement; (2) there are significant changes in Grantee's leadership or other factors that the Grantee reasonably believes threaten the purpose of this Agreement; (3) there is a change in Grantee's tax status or fiscal sponsorship status; or (4) Grantee's failure to comply with the Agreement.
- k. **No Assignment.** Grantee shall not assign or transfer this Agreement, in whole or in part, without Educate78's prior express written consent. Any attempt to assign this Agreement without such consent shall be void.
- l. **Arbitration.** Any and all controversies, claims, or disputes with Educate78 arising out of, relating to, or resulting from this Grant Agreement, including any breach of this arbitration provision, shall be subject to binding arbitration under the arbitration rules set forth in the California Code of Civil Procedure section 1280 through 1294.2 (the "Rules") and pursuant to California law. Any such dispute shall be submitted to final and binding arbitration administered by JAMS at any of its offices in Northern California, pursuant to JAMS's then-existing Arbitration Rules & Procedures, except to the extent that the Arbitration Rules & Procedures conflict with the Rules, in which case the Rules shall take precedence. The arbitrator shall have all the powers provided in California Code of Civil Procedure section 1282.2-1284.2. Any administrative or hearing fees charged by JAMS, shall be divided evenly among the parties to the arbitration. Nothing in this section shall preclude Educate78 from seeking a preliminary injunction to prevent irreparable harm or an order compelling arbitration under this section.
- m. **Attorney's Fees.** In the event of any legal action arising out of or in any way relating to this Agreement, the prevailing party in such an action shall be entitled to recover from the non-prevailing party, the prevailing party's reasonable attorney's fees and costs, in addition to all other legal or equitable remedies to which the prevailing party may otherwise be entitled.
- n. **Miscellaneous.**
 - 1. 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.



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2. This Agreement shall be interpreted and construed in accordance with the laws of the State of California, without regarding to California's choice of law rules.
3. The failure of Educate78 to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights.
4. 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.
5. This Agreement, including any Exhibits hereto, may not be amended or modified, except in a writing signed by all parties to this Agreement
6. Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.

Understood and agreed to,

Educate78 Signature

Educate78 Signature

Signature: Bela Bhasin

Signature: Gloria Lee

Name: Bela Bhasin

Name: Gloria Lee

Title: Director

Title: CEO

10/8/2020

10/13/2020

Date: _____

Date: _____

Grantee Signature

Grantee Signature

Signature: Anita Iverson-Comelo

Signature: Sondra Aguilera

Name: Anita Iverson-Comelo

Name: Sondra Aguilera

Title: Principal

Title: Chief Academic Officer

10/13/2020

10/14/2020

Date: _____

Date: _____

Jody London, President, Board of Education
11/13/2020

Kyla Johnson Trammell, Secretary, Board of
Education 11/13/2020

Approved as to form by OUSD Staff Attorney Joanna Powell on 10/7/2020.



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PLEASE ATTACH: Letter indicating tax exempt status

PLEASE ATTACH: IRS Form W-9

