

File ID Number	18-1697
Introduction Date	8/22/18
Enactment Number	18-1422
Enactment Date	8/22/18
By	OS



**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Office of the Board of Education**

August 22, 2018

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent  
Brenda Tuohy, STEM Director

Subject: Grant Agreement - Oakland Public Education Fund - Hellman Foundation - Academics and Instructional Innovation Department

**ACTION REQUESTED:**

Approval by the Board of Education of District Grant Agreement from Hellman Foundation via the Oakland Public Education Fund, in the amount of \$95,000.00, to support the Oakland Unified School District Science Department's purchase of Next Generation FOSS instructional materials and roll-out, for fiscal years 2018-2019, pursuant to the terms and conditions thereof, if any.

**BACKGROUND:**

Grant agreement for OUSD schools for the 2018-2019 fiscal years was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File I.D.#	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
18-1697	Yes	Grant	Oakland Unified School District Schools	To support the advancement of K-8 mathematics in OUSD schools.	July 15, 2018 through July 15, 2019	Hellman Foundation via the Oakland Public Education Fund	\$95,000.00

**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

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: \$95,000.00

**RECOMMENDATION:**

Approval by the Board of Education of District Grant Agreement to support OUSD schools for fiscal year 2018-2019, pursuant to the terms and conditions thereof, if any.

**ATTACHMENTS:**

Grant Award Letter  
Grant Agreement

OUSD Grants Management Face Sheet

<b>Title of Grant:</b> OUSD Science Department Grant	<b>Funding Cycle Dates:</b> July 15, 2018 – July 15, 2019
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address) Brian Stanley, Executive Director Oakland Public Education Fund P.O. Box 71005 Oakland, CA 94612 <a href="mailto:brian@oaklandedfund.org">brian@oaklandedfund.org</a> 510-221-6968	<b>Grant Amount for Full Funding Cycle:</b>  \$95,000.00
<b>Funding Agency:</b> Hellman Foundation One Maritime Plaza, Suite 2010 San Francisco, CA 94111 415-837-5408	<b>Grant Focus:</b> To support the Oakland Unified School District Science Department's purchase of Next Generation FOSS instructional materials and roll-out.
<b>List all School(s) or Department(s) to be Served:</b> All OUSD Schools	

<b>Information Needed</b>	<b>School or Department Response</b>
How will this grant contribute to sustained student achievement or academic standards?	This grant will purchase a portion of the newly adopted, Next Generation Science Standards-aligned curriculum for OUSD elementary schools. These materials will be centrally maintained for the duration of the adoption to ensure all OUSD elementary students have access to standards-aligned materials.
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 3.98% 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.)	(1) Implementation data collected through Content Learning Walks at 20 participating schools (2) Teacher Survey data (3) California Science Test (CAST) student achievement data
Does the grant require any resources from the school(s) or district? If so, describe.	Yes. This grant is contingent upon OUSD spending a grant award from the S.D. Bechtel, Jr. Foundation for \$233,955 to this purchase, as well as \$76,000 in carry-over funds from a previous award from Bechtel to this purchase.
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 3.98% 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.)	Brenda Tuohy, Director, STEM (Science, Technology, Engineering, Math) Academics and Instructional Innovation Department Oakland Unified School District 1000 Broadway, Suite 600, Oakland, CA 94607 (510) 879-1129 <a href="mailto:Brenda.Tuohy@ousd.org">Brenda.Tuohy@ousd.org</a>

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**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal	Wesley Jacques		
Department Head (e.g. for school day programs or for extended day and student support activities)	Sondra Aguilera		7/30/18

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Fiscal Officer	Marcus Battle		
Superintendent	Kyla Johnson-Trammell		

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# HELLMAN FOUNDATION

July 16, 2018

Joel Mackey  
Executive Director  
Oakland Public Education Fund  
PO Box 71005  
Oakland, CA 94612

Dear Joel:

We are pleased to inform you that the Board of Directors of the Hellman Foundation has approved a grant of \$95,000 to the Oakland Public Education Fund. This grant is to support the Oakland Unified School District Science Department's purchase of Next Generation FOSS instructional materials and roll-out.

The Hellman Foundation Grant Agreement includes this award letter and the attached document outlining acceptable *Use of Grant Funds*. If this Grant Agreement correctly sets forth your understanding of the terms and conditions of the grant, please sign, date and return an electronic copy to us at your earliest convenience. Funds to the Oakland Public Education Fund will be released upon receipt of the signed grant document.

For the administrative purposes of this Agreement, Hirsch & Associates will be the point of contact for the Hellman Foundation. If you have any questions regarding your grant, please contact Hirsch & Associates at (415) 837-5408. Please direct all correspondence to us at [grants@hellmanfoundation.org](mailto:grants@hellmanfoundation.org).

## **Grant Period**

The grant period is July 15, 2018 to July 15, 2019. Funds from the grant may only be disbursed by the Oakland Public Education Fund during the grant period unless an extension is approved.

## **Communications and Reporting Requirements**

We look forward to learning about your organization's activities and impact over the course of the grant period.

The Oakland Public Education Fund must submit a final report by July 30, 2019 and should include the information listed below. The narrative portion should not exceed three pages.

The report should include the following:

- A brief narrative describing key activities and accomplishments during the grant period, as well as any anticipated accomplishments before the end of the grant period;
- The outputs and outcomes your organization has achieved during the grant period, including impact to beneficiaries;
- Future plans for your organization, highlighting needs and opportunities;
- A budget for your current fiscal year, including actual and budgeted revenue and expenditures and indicating use of Hellman Foundation grant funds. On this report, please indicate if you request an extension on the grant period to fully spend grant funds.

## *USE OF GRANT FUNDS*

This Grant Agreement sets forth all terms and conditions of this grant; there are no agreements or understandings between the two parties other than those set forth in this Grant Agreement. Listed below are general restrictions and provisions on the use of grant funds.

- Grant funds must be used only for the purposes, program, budget and organizations as indicated in the grant application materials presented to the Hellman Foundation (“Foundation”) and/or as modified in the Grant Agreement. Any and all modifications to this Grant Agreement must be in writing, approved and signed by both the Foundation and the grantee.
- Any grant funds not used or committed for the specific purpose of the grant within the specified grant term must be returned to the Foundation at the end of the grant period unless the Foundation gives written approval to do otherwise.
- The Foundation’s grant has been made to your organization on the express condition that your organization has been classified as an Internal Revenue Code §501(c) (3) organization and that it is not a private foundation within the meaning of §509(a). Please notify us immediately of any change in your organization’s status. If your exempt status does change, the Foundation reserves the right to have all remaining grant funds immediately returned.
- The Foundation’s grant has been made to your organization on the express condition that, as required by Internal Revenue Code §§501(c) (3) and 4945 (d) (1) and (2), your organization will not engage in any political activities. For purposes of this condition, engaging in political activities includes, but is not limited to, trying to influence the election of political candidates or the outcome of an election, or engaging in any other type of political activity that is determined to be in violation of the intent of applicable federal and state regulations. Violation of this condition may result in an obligation to return to the Foundation all funds received pursuant to this grant.
- **Payment Schedule:** The tentative schedule of grant payments is an estimate of the timing and amount of the payments to the Grantee that will satisfactorily meet the requirements of the grant. The Hellman Foundation, however, on its own initiative or at the request of the Grantee, may modify scheduled dates and payment amounts. The Foundation will notify the Grantee when and if the Foundation is considering making such changes. The Hellman Foundation may at any subsequent time by notice to the Grantee cancel or postpone and thereafter cancel payment of the undisbursed portion of the grant. Also, after entering into a Grant Agreement, it is possible that circumstances will arise which will persuade the Hellman Foundation that an unpaid grant should not be disbursed.
- Because the Foundation is making payments in installments, over a period of years, the Foundation reserves the right to withhold future installments in the event that the Grantee either (a) indicates explicitly, or through Grantee’s conduct, that it no longer intends to complete the project that is the subject of the grant, (b) fails to meet fundraising goals that the Grantee has set are part of its proposal to the Foundation, or (c) significantly changes the scope or purpose of the project.
- Any future Foundation grants to your organization and/or any renewals of project funding are at the sole discretion of the Foundation’s Board of Directors.

Please note that if you have two concurrent Hellman Foundation grants we would request that the reporting for the grants be combined into a single submission. Please reach out to your Foundation contact to discuss deadlines and contents.

In addition, we ask that you reach out to us with any important news, changes in key personnel, or significant challenges you encounter during the grant period.

**Acknowledgement**

When acknowledging this grant, please refer to the donor as **Hellman Foundation**. Please note that the Foundation, its board members and staff, do not wish to be recognized with certificates, plaques, or similar mementos.

The Hellman Foundation is happy to be able to support the work of the Oakland Public Education Fund and wishes you continued success in your work.

Sincerely,

*Susan Hirsch*

Susan Hirsch  
Executive Director

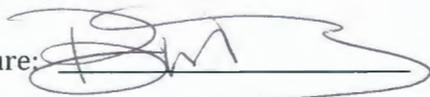
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Please sign and date below and return the Agreement electronically to grants@hellmanfoundation.org

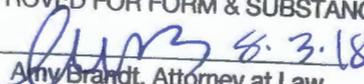
**We accept this Grant Agreement.**

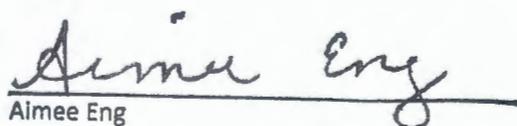
Printed Name: Brenda Tuohy

Title: STEM Director

Signature: 

Date: 7/16/18

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By:  8.3.18  
Amy Brandt, Attorney at Law

  
Aimee Eng  
President, Board of Education

  
Kyla R. Johnson-Trammell  
Secretary, Board of Education

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>