

File ID Number	17-1259
Introduction Date	6/14/17
Enactment Number	17-0800
Enactment Date	6/14/17
By	



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

June 28, 2017

To: Board of Education
From: Devin Dillon, PhD, Interim Superintendent
Subject: District Submitting Grant Agreement

ACTION REQUESTED:

Approval and support by the Board of Education of District grant agreement for all Oakland Unified Schools for fiscal year 2017-2018 to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

BACKGROUND:

Grant agreement for all Oakland Unified Schools for the 2017-2018 fiscal year were submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application parkcets are attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
17-1259	Yes	Grant	All Oakland Unified District Schools	The Oakland After School to Teacher Pipeline Grant will provide professional learning to teachers and administrators on Social Emotional Learning (SEL) and Ethnic Studies.	August 1, 2017 - June 30, 2018	Stuart Foundation	\$50,000.00

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: \$50,000.00

RECOMMENDATION:

Approval and support by the Board of Education of District grant agreement for all Oakland Unified Schools for fiscal year 2017-2018 to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

ATTACHMENTS:

Grant Face Sheet

Grant Agreement, Stuart Foundation



Proposal Budget

OUSD Grants Management Face Sheet

Title of Grant: Oakland After School to Teacher Pipeline	Funding Cycle Dates: August 1, 2017 – June 30, 2018
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Karla Ruiz, Program Officer Stuart Foundation 500 Washington Street, 8 th Floor San Francisco, CA 94111 415-393-1551 415-568-9815 Fax kruiz@sff.org	Grant Amount for Full Funding Cycle: \$50,000.00
Funding Agency: Stuart Foundation 500 Washington Street, 8 th Floor San Francisco, CA 94111 415-393-1551	Grant Focus: To provide professional learning to teachers and administrators on SEL and Ethnic Studies.
List all School(s) or Department(s) to be Served: All Oakland Unified Schools	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant is to provide one time professional development to teachers and site administrators on key content. The District leads will sustain the learning with on-site coaching.
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 5.59% 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.)	Evaluation will focus on the number of teachers effectively implementing the new curricula.
Does the grant require any resources from the school(s) or district? If so, describe.	District staff time to support coordination and implementation of the grant.
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 5.59% 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.)	N/A
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Andrea Bustamante, Executive Director Community Schools and Student Services Department 1000 Broadway, Suite 150 Oakland, CA 94607 (510) 879-2901 Andrea.Bustamante@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	Julia Ma		5/23/17
Department Head (e.g. for school day programs or for extended day and student support activities)	Andrea Bustamante		

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Interim Superintendent	Devin Dillon		

Stuart Foundation GRANT AGREEMENT

This Grant from the Stuart Foundation (Foundation) is for the purposes described below and is subject to acceptance by Oakland Unified School District (Grantee) of the conditions specified below. This Agreement will take effect when signed by the Grantee's authorized representative and a signed agreement is received by the Foundation.

I. GRANTEE IDENTIFICATION

Grantee: Oakland Unified School District
Grant Number: 2017-2412

II. GRANT TERMS

Total Grant Amount: \$50,000
Grant Period: 8/1/2017 - 6/30/2018
Grant Purpose: To support a four-day Engaging Schools Social Emotional Learning Institute for middle and high school educators at \$25,000 and the participation of twenty teachers in the refinement of the Ethnic Studies program curriculum at \$25,000.

Special Conditions

In addition to contingencies stated elsewhere in this Grant Agreement, the Foundation reserves the right to revisit and review the status of the grant if: Determination that any of the foregoing conditions exist shall be made in the reasonable judgment of the Foundation.

III. GRANTEE REPORTING REQUIREMENTS

Schedule of Reporting Requirements:

Due Date	Report Type	Notes
July 31, 2018	Final Narrative & Financial	N/A

All forms and instructions can be downloaded at www.stuartfoundation.org from the Partner Resources page. The report requirements are incorporated by reference into this Agreement. The Foundation reserves the right, in its reasonable discretion, to amend the requirements from time to time; all such changes will be reflected in the posted version of such requirements found on the Foundation's website. Grantee is responsible for following the report requirements in effect at the time any required report is made. *The Foundation in its sole discretion may postpone or decline to make payments under this Agreement if Grantee fails to meet reporting requirements.*

The schedule of reporting requirements above may be modified, or the grant period listed above extended (refer to Section II), by written (including emailed) correspondence between the Foundation and Grantee that evidences their mutual agreement to the modification or extension.

IV. OBJECTIVES

1. To build the academic and social emotional learning knowledge and coaching capacity of the academic support staff that serve middle and high school students.

a. In partnership with Engaging Schools, develop and implement a four day SEL Institute focused on 10 Core SEL practices, impacting 50 coaches and every middle and high school in the school district.

2. Scale the Ethnic Studies program to every high school in the district by the 2018-19 school year and set as a ninth-grade elective requirement .

a. Support the participation of twenty teachers in a summer professional development to refine the program curriculum for scale including the development of performance assessments and a culminating civic action project.

V. IRS DETERMINATION

This Grant is specifically conditioned upon the Grantee's status as an eligible grantee of the Stuart Foundation. The Foundation has obtained a copy of the Grantee's IRS determination letter evidencing the status of the Grantee as eligible. The Grantee confirms that its IRS classification is current and the organization is unaware of any action or ruling that would cause its determination ruling to be revoked. The Grantee will notify the Foundation immediately of any change in tax status.

VI. GRANTEE'S FINANCIAL RESPONSIBILITIES

The Foundation expects the Grantee to maintain complete and accurate records of revenues and expenditures relating to the Grant. We request that financial records be kept for at least four (4) years after completion of the Grant. In the event that the Foundation is audited by any government agency, it could be necessary, in rare instances, for the Foundation to examine, audit, or have audited the records of the Grantee insofar as they relate to activities supported by this Grant. Any audit expenses incurred in such a case will be borne by the Foundation.

VII. EXPENDITURE OF GRANT FUNDS

The Grant is to be used for the purpose(s) stated in this Grant Agreement and attached budget. Grant funds may be spent only in accordance with the terms set forth herein. Grant funds may not be expended for any other purpose without prior approval by the Foundation. The Grantee agrees to contact the Foundation to request permission to make any significant changes in the approved attached budget. If the funds have not been completely expended at the end of the Grant period, the Grantee agrees to provide a statement on the balance and a plan for using the remaining funds.

Any references in Grantee's proposed budget to specific named third parties who are projected to receive grants, service fees, or other payments from Grant funds, are understood by the Foundation to be statements of Grantee's current intent, and the final selection of such third parties and the terms of their agreements with or engagements by Grantee (including the amounts of grants or fees) is within Grantee's discretion and control.

The Grantee agrees that, in carrying out the objectives supported by this Grant, it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, on the basis of race, color, religion, gender, national origin, ancestry, age, medical condition, disability, veteran status, marital status, sexual orientation, or any other characteristic protected by law.

The Grantee shall not use any portion of the Grant in a manner inconsistent with Section 501(c)(3) of the Internal Revenue Code, including a prohibition on using Grant funds to influence the outcome of any specific election of candidates to public office, induce or encourage violations of law or public policy, or cause any private inurement or improper private benefit to occur.

The Grant is not earmarked for use in any attempt to influence legislation within the meaning of Section 501(c)(3) of the Code, and neither the Foundation nor the Grantee has entered into any agreement, oral or written, to that effect.

The Grantee agrees that it will use the Grant funds in compliance with all applicable anti-terrorist financing and asset control laws and regulations.

VIII. PROCEEDS FROM GRANT-FUNDED ACTIVITIES

In the event all or a portion of the Grant is used to fund activities that generate income to the Grantee, or is used to create intellectual property that generates income to the Grantee, the Grantee hereby agrees to restrict the share of such income fairly allocable to the Grant funding for the same purposes as the Grant.

IX. CHANGES IN GRANTEE OPERATIONS

The Grantee agrees to promptly advise the Foundation about any of the following:

- Change in key personnel of the project or organization
- Change in address or phone number
- Change in the name of the organization
- Any development that significantly affects the operation of the project or the organization

X. USE OF SUBGRANTEES

If the Grantee finds it necessary to re-grant funds in order to carry out the purposes of the Grant, the Grantee retains full discretion and control over the selection process, acting completely independently of the Foundation. There is no agreement, written or oral, by which the Foundation may cause the Grantee to choose any particular subgrantee.

XI. PUBLICITY, PUBLICATIONS, AND COMMUNICATION WITH THE MEDIA

The Grantee shall acknowledge and include the Foundation's name on printed and visual materials that are produced with Foundation support. The Grantee agrees to discuss plans for such recognition, and provide copies of materials for the Foundation's records.

If the Grantee plans to issue a press release announcing this grant, the Grantee agrees to contact the Program Officer at least two weeks before the desired announcement date. The Foundation must provide advance approval of the press release and the date of release. The Foundation requests an opportunity to review and comment on subsequent press releases that are directly related to the Grant. The Foundation may make information about this Grant public at any time on its website and as part of press releases, public reports, speeches, newsletters, and other public documents.

XII. INTELLECTUAL PROPERTY

All right, title and interest in and to any materials, inventions or works and any patents, trademarks, copyrights or other intellectual property rights associated therewith created by the Grantee pursuant to this grant shall be owned by the Grantee. The Grantee, however, shall grant to the Foundation an irrevocable, nonexclusive, royalty free, worldwide license to copy, publish, reproduce, create derivative works, publicly perform, display, distribute directly or indirectly, or otherwise practice such inventions, works or materials pursuant to the Grantee's intellectual property rights for the Foundation's charitable, non-commercial purposes. The Grantee further shall grant to the Foundation the right to grant sublicenses under such intellectual property rights in furtherance of the Foundation's charitable, non-commercial purposes.

XIII. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall defend, indemnify and hold the Foundation, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of Grantee's negligence or that of its agents, Grantee's breach of duties under the Grant Agreement, or Grantee's performance under this Grant Agreement.

The Foundation shall defend, indemnify and hold Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the Foundation's negligence or that of its agents, Foundation's breach of duties under the Grant Agreement, or Foundation's performance under this Grant Agreement.

XIV. REMEDIES

In the event that the Grantee violates or fails to carry out any provision of this Agreement, including, without limitation, failure to submit reports when due, or if the Grantee dissolves or ceases to operate, the Foundation in its reasonable discretion may, in addition to any other legal remedies it may have, refuse to make any future grants or installment payments of this Grant to

the Grantee, and the Foundation may demand the immediate return of all or any unexpended portion of the Grant, and any portion of the Grant expended not in compliance with this Agreement, and the Grantee shall immediately comply therewith.

XV. LIMITATION

This Agreement contains the entire Agreement between the parties with respect to the Grant and supersedes any previous oral or written understandings or agreements. It is expressly understood that by making this Grant the Foundation has no obligation to provide other or additional support to the Grantee for the purposes of this Grant or any other purposes. Neither this Agreement, nor any other oral or written statement or action of the Foundation (other than a document executed on behalf of the Foundation specifically purporting to create a binding obligation of the Foundation) shall be interpreted to create any pledge or binding commitment by the Foundation to make any future grant to the Grantee.

XVI. WARRANTY

The Grantee expressly warrants that the execution, delivery or performance of this Grant Agreement shall not violate or result in the breach of any prior agreements entered into by the Grantee with any third parties. The Grantee further warrants that the Grantee shall not enter into any future agreements that would be in violation of any of the terms of this Grant Agreement.

XVII. ACCEPTANCE OF TERMS AND CONDITIONS

On behalf of the Stuart Foundation, I extend every good wish for the success of this work.

By: 
Jonathan Raymond
President, Stuart Foundation

Date: 5-11-2017

I acknowledge that the Grantee has received and retained a copy of this Agreement. The attached terms and conditions have been carefully reviewed and understood, and are hereby accepted and agreed to as of the date specified.

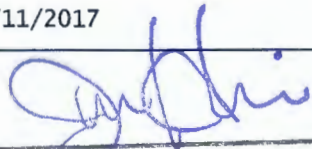
Accepted on behalf of Oakland Unified School District


By: 
806EC2B9F1FE4AB
Signature of Authorized Officer, Director or Trustee


Name: Andrea Bustamante

Title: Executive Director

Date: 5/11/2017

 6/15/17
James Harris
President, Board of Education

 6/15/17
Devin Dillon, Ph.D.
Interim Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE

MICHAEL J. SMITH
Attorney at Law

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

PROPOSAL BUDGET

Note: Please review Budget Guide prior to completing		
Organization Name	Oakland Unified School District	
Request # (as assigned)		
Request Grant Period: mm/dd/yy -- mm/dd/yy	06/15/17-09/01/17	
Total Organization Budget	\$	-
Total Project Budget	\$	25,000
Stuart Foundation Grant Request		
Stuart Grant as % of Total Project Budget	#DIV/0!	
EXPENSES	Total Project Budget	Stuart Foundation Request
PERSONNEL: You may identify key staff positions or groupings of key staff to achieve project objectives. For example: –Executive Director/Program Director: Project Management –Research Analysts/IT Coordinator: Data/Indicators Project Coordination)		
Manager of Performance Assessments	\$ 150,000	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
Total Personnel Expenses	\$ 150,000	\$ -
PROGRAM/ORGANIZATIONAL EXPENSES: Please list line items for key categories in support of project goals and objectives. This could include but is not limited to Communications, Program/Research Consultants, Information Technology, Travel, Meeting and Convenings, Student/Teacher Stipends, Program Expenses, Operational Support Expenses		
Summer professional development stipends	\$ 17,000	\$ 17,000
Curriculum consultant	\$ 5,000	\$ 5,000
Meeting support (food)	\$ 3,000	\$ 3,000
	\$ -	\$ -
	\$ -	\$ -
Total Program/Organizational Expenses	\$ 25,000	\$ 25,000
GRAND TOTAL EXPENSES	\$ 175,000	\$ 25,000

INCOME SOURCES	INCOME	
SECURED INCOME : List all committed funding resources; specify philanthropic funder.		
	\$	-
	\$	-
	\$	-
	\$	-
Total Secured Income	\$	-
PENDING INCOME: List sources that have already been requested but not awarded, as well as planned fundraising efforts. For unidentified sources, include a line item for funds "To be raised."		
US Department of Education	\$ 3,750,000	
	\$ -	
	\$ -	
	\$ -	
TO BE RAISED (if applicable)	\$ -	
Total Pending Income	\$ 3,750,000	
Stuart Foundation Request	\$ -	
TOTAL INCOME	\$ 3,750,000	

SAM Search Results
List of records matching your search for :

Search Term : stuart* foundation*
Record Status: Active

No Search Results