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Enactment Number	19-1639
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By	



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

September 11, 2019

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Andrea Bustamante, Executive Director, Community Schools and Student Services Department

Subject: Grant Agreement - Oakland Public Education Fund - Restorative Justice and African American Female Excellence Programs - Community Schools & Student Services Department

ACTION REQUESTED:

Approval by the Board of Education of the Grant Agreement between the District and Oakland Public Education Fund, in the amount of \$805,000.00, to improve the academic performance of low-income students of color through strengthening district-wide policies as well as services relating to Restorative Justice (RJ) and African American Female Excellence (AAFE), for the period August 1, 2019 through June 30, 2021, pursuant to the terms and conditions thereof, if any

BACKGROUND:

Grant award for OUSD schools for the 2019-2021 fiscal years was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File LD #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
19-1678	Yes	Grant	Oakland Unified School District Community Schools and Student Services Department	To improve the academic performance of low-income students of color through strengthening district-wide policies as well as services relating to Restorative Justice (RJ) and African American Female Excellence (AAFE)	August 1, 2019 through June 30, 2021	Oakland Public Education Fund	\$805,000.00

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: \$805,000.00

RECOMMENDATION:

Approval by the Board of Education of a Grant Agreement for OUSD schools via the Expanded Learning Office for the year 2019, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

ATTACHMENTS:

OUSD Grants Management Face Sheet
Project Funding Overview

OUSD Grants Management Face Sheet

Title of Grant: Restorative Justice and African American Female Excellence Programs	Funding Cycle Dates: August 1, 2019 – June 30, 2021
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Joel Mackey, Executive Director Oakland Public Education Fund P.O. Box 71005 Oakland, CA 94612 510-221-6968	Grant Amount for Full Funding Cycle: \$805,000
Funding Agency: San Francisco Foundation	Grant Focus: To Support Restorative Justice and African American Female Excellence
List all School(s) or Department(s) to be Served: Community Schools Student Services and Office of Equity	


Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant will improve the academic performance of low-income students of color through strengthening district-wide policies as well as services relating to Restorative justice (RJ) and African American Female Excellence (AAFE)
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.)	Staff will support implementation of RJ and AAFE programs that support students to increase academic success in school.
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 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.)	Andrea Bustamante, Executive Director Community Schools and Student Services Department Oakland Unified School District 1000 Broadway, Suite 150, Oakland, CA 94607 510.879.2901 Andrea.Bustamante@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
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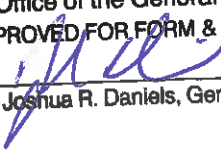
8/2010 OUSD Grants Management Services

Principal	Andrea Bustamante		8.7.19
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Department Head (e.g. for school day programs or for extended day and student support activities)	Sondra Aguilera		
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Grant Office Obtained Approval Signatures:

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

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By:  10/17/19
Joshua R. Daniels, General Counsel



August 5, 2019

Dear Mr. Curtiss Sarikey,

On behalf of The Oakland Public Education Fund Board of Directors, I am pleased to inform you that a grant has been approved in the amount of \$805,000 for the project: Restorative Justice & African American Female Excellence Programs.

This agreement forms the contract between the Oakland Public Education Fund and the Oakland Unified School District (Grantee). Please read it carefully as it outlines the conditions of the grant as well as the payment and reporting schedules. If you can agree to the terms and conditions, please sign this agreement. No funds will be disbursed until this agreement has been returned.

As a local education fund, our ability to fund important programs such as yours is contingent upon ongoing support from the Bay Area community. We look forward to partnering with you to let others know about the importance of philanthropy. Please include us in any communications connected with the grant, including press releases, programs, announcements, invitations, stories in the media, annual reports, and newsletters, and submit copies of any such publications with your reports. If your organization has a website, please link to www.oaklandedfund.org. Our logo is available upon request. Any statement about Oakland Public Education Fund policy should be cleared in advance through our communications department (info@oaklandedfund.org).

The Ed Fund is deeply honored to join you in the work of helping every Oakland public school student learn, grow, and thrive.

Warmly,

A handwritten signature in black ink that reads "Joel J. Mackey". The signature is written in a cursive style.

Joel Mackey
Executive Director
Oakland Public Education Fund



SECTION 1: PROJECT FUNDING OVERVIEW

Name of Project	Restorative Justice & African American Female Excellence Programs
Date Approved	08/05/2019
Funding Source	The San Francisco Foundation
Amount of Grant	\$805,000
Grant Period	Grant Start: August 1, 2019 Grant End: June 30, 2021
Grant Writer	Name: Jonathan Osler Email: jonathan@oaklandedfund.org
Conditional/Restricted	Yes

SECTION 2: GRANT PURPOSE AND EXPECTED OUTCOMES

It is mutually understood that this grant is awarded with the expectation that you will expend the entire amount to address the following agreed-upon purpose and objectives. This grant is restricted and can only be used for the stated purpose and outcomes in this agreement. *While minor changes in plan are expected, if you or the team responsible for this grant wishes to modify these fundamental intentions of the project, you must seek prior approval of the Oakland Public Education Fund by contacting our Development Team at grants@oaklandedfund.org.*

PURPOSE OF THIS GRANT

To improve academic performance of low-income students of color through strengthening district-wide policies as well as services relating to restorative justice (RJ) programs and support for African American Female Excellence (AAFE).

STEPS YOU WILL TAKE TO ACHIEVE YOUR RESULTS

- i. Restructure the Restorative Justice (RJ) program to ensure high quality and sustainable implementation across the district
- ii. Engage in a series of meetings with stakeholders including RJ staff, students, teachers and admin to redesign RJ program for more current and fiscally realistic vision and implementation plan
- iii. Offer district wide and site based professional learning opportunities throughout the school year to build capacity
- iv. Continue to support staff in creating viable and cohesive student driven peer RJ movement across district from elementary to high school
- v. Support site based and Central RJ staff to engage in Model, Mentor, Transfer process with school staff to strengthen RJ implementation within Multi Tired Support Systems framework
- vi. Provide technical assistance and training to school sites to identify unhealthy norms and practices that lend to inequitable circumstances for African American girls, and move towards adopting policies that ensure the safety and access to opportunities for African American girls at their sites.
- vii. Engage in grant writing, fundraising, and marketing/communications to ensure sustainability
- viii. Continue supporting African American girls and women through culturally relevant classes and events, and leadership development
- ix. Supporting Advisory Council and subcommittees to guide implementation of AAFE's work and raise AAFE's profile to external audiences.
- x. Continue school-based gender equity and access work for African American girls and women.



WHAT WILL CHANGE AS A RESULT OF YOUR PROJECT

Outcome 1: Students of all ages across the district will learn and engage in Restorative Justice practices to build leadership and create a more positive and caring school culture and climate resulting in reduced suspensions and office referrals.

Outcome 2: African American girls attending Oakland Unified School District will gain a stronger sense of identity and purpose which will promote higher academic interest and success.

SECTION 3: REPORTING REQUIREMENTS

The report(s) required to be submitted by Grantee to the Ed Fund pursuant to this section shall contain sufficient information to establish that all grant funds were used for the Grant Purposes in furtherance of the Ed Fund's exempt purposes. Grantee shall keep a record of all receipts and expenditures relating to the Grant for four years and make records available to the Ed Fund, if the Ed Fund so request, at reasonable times for review and audit. Receipts and expenditures include, but are not limited to, bills, invoices, and cancelled checks.

Interim Report
Final Report

Due Date: August 15, 2020
Due Date: August 15, 2021

SECTION 4: DISBURSEMENT

You have told us that you wish to disburse to OUSD \$425,000 of Year 1 grant funds, and upon satisfactory completion of Year 1 activities, subsequently disburse \$380,000 of Year 2 grant funds.

The Oakland Unified School District Board of Education must approve receipt of grants to Oakland the District above a certain limit. You should plan on the board approval process taking at least thirty days from submission. Please work closely with the appropriate OUSD staff to ensure this process moves quickly and the work can begin on time.

Your disbursement check will be available according to the following Ed Fund disbursement schedule: Disbursements approved before Monday at 12pm will be available for pick up by 3pm on Friday. Checks approved after 12pm on Monday will be available by 3pm on Friday of the following week.

All payments are subject to satisfactory compliance with any pre-funding conditions or reporting requirements. For grants with multiple disbursements, the amount of any payment subsequent to the initial payment may be modified to reflect restrictions and conditions met in the grant purpose and expected outcomes section of this agreement. Conditional grants are paid only after a condition has been met.

SECTION 5: GRANT AGREEMENT

This grant was solicited using the 501(c)(3) designation of the Oakland Public Education Fund (the Ed Fund). Therefore, the Ed Fund is obligated to serve as the fiscal sponsor for these funds and as such has a unique role in ensuring that these charitable funds are expended in ways that align with applicable state and federal laws, I.R.S. Codes, and funder intent.

On August 5, 2019 the Oakland Public Education Fund decided that financial support of the project described in the cover letter accompanying this agreement will further the Ed Fund's tax-exempt purposes. Therefore, the Ed Fund has created a



restricted fund designated for such a project and has decided to grant all amounts that it may deposit to that fund, less any administrative charge as set forth below, to Oakland Unified School District (Grantee), subject to the following terms and conditions:

1. If not already on file, grantee shall provide the Ed Fund with its governing documents, a completed and filed IRS Form SS-4 or other documentation satisfactory to the Ed Fund, showing Grantee's separate existence as an organization.
2. Grantee shall use the grant solely for the project described in this agreement, and Grantee shall repay to the Ed Fund any portion of the amount granted which is not used for that project. Any changes in the purpose for which grant funds are spent must be approved in writing to the Ed Fund before implementation. The Ed Fund retains the right, if Grantee breaches this Agreement, or if Grantee's conduct of the project jeopardizes the Ed Fund'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 the Ed Fund's sole judgment. Any tangible or intangible property, including copyrights, obtained or created by Grantee as part of this project shall remain the property of Grantee.
3. An administrative charge has been deducted from the originating grant. Such fees, interest, and charges are necessary to compensate the Ed Fund for its services administering the funds, and thus become unrestricted rather than restricted assets when paid.
4. Nothing in this Agreement shall constitute the naming of Grantee as an agent or legal representative of the Ed Fund 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 agency, partnership, or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.
5. Grantee shall submit full and complete reports to the Ed Fund in compliance with Section 3 of this agreement. The report shall describe the charitable programs conducted by the Grantee with the aid of this grant.
6. Grantee shall ensure that the Ed Fund is included in any communications connected with the grant including press releases, programs, announcements, invitations, stories in the media, annual reports, and newsletters. Grantee will submit copies of any such publication with project report(s). Finally, Grantee will ensure that any mention of the Ed Fund on all printed material shall read: 'Project Name' has been made possible (in part) by the sponsorship of the Oakland Public Education Fund, with funding provided by (funders)" or an alternate credit to be agreed upon between you and the Ed Fund.
7. This grant is not to be used in any attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). No agreement, oral or written, to that effect has been made between the Ed Fund and Grantee.
8. Grantee shall not use any portion of the funds granted herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).
9. Grantee shall notify the Ed Fund immediately of any change in (a) Grantee's legal or tax status, and (b) Grantee's executive or key staff responsible for achieving the grant purposes.
10. In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, shall be determined by arbitration in Alameda County, CA, before one arbitrator. The arbitration shall be administered by Judicial Arbitration and Mediation Services (JAMS) pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs of sustaining its position. Each provision of this Agreement shall be separately enforceable, and the



Oakland Public Education Fund
PO Box 71005
Oakland, CA
94612

invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement shall be interpreted and construed in accordance with the laws of the State of California applicable to contracts to be performed entirely within such State. Time is of the essence of this Agreement and of each and every provision hereof. The failure of the Ed Fund to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights.

- 11. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed entirely within such State.
- 12. Funds shall be used for the following purposes at the following amounts:

	Year 1 (2019-20)	Year 2 (2020-21)
Restorative Justice	\$275,000	\$230,000
African American Female Excellence	\$150,000	\$150,000
Total	\$425,00	\$380,000

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. This Agreement, including any Exhibits hereto, may not be amended or modified, except in a writing signed by all parties to this Agreement.

Understood and agreed to,

Grantee Signature

Oakland Ed Fund Authorized Signature

Name: *Curtis Sarnkey*
 Title: CURTIS SARKEY
 CHIEF OF STAFF
 Date: 08/06/2019

Name: Joel Mackey *Joel J. Mackey*
 Title: Executive Director
 Date: 08/05/2019

Aimee Eng

11/14/19

Aimee Eng
President, Board of Education

Kyla Johnson-Trammell

11/14/19

Kyla 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/>