

File ID Number	17-0696
Introduction Date	5-10-17
Enactment Number	
Enactment Date	
By	



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

To: Board of Education
From: Devin Dillon Interim Superintendent
David Montes de Oca, Senior Deputy Chief

Subject: District Acceptance of Donations for Continuous School Improvement

ACTION REQUESTED:

Acceptance by the Board of Education of a donation in the amount of \$87,400.00 from Oakland Ed Fund for funding a Broad Fellow for the Equity Pledge Committee Projects for the period of July 2016 to June 2017, pursuant to the terms and conditions thereof if any.

BACKGROUND:

The donation is for the sole purpose of funding the Broad Fellow for the Equity Pledge Committee projects. The grant face sheet is attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
	Yes	Donation	CSI Department	Equity Pledge Committee Broad Fellow	July 2016 to June 2017	Oakland Ed Fund	\$87,400.00

FISCAL IMPACT:

The total grant value will be provided to OUSD schools from the funders.

- Donations valued at: 87,400

RECOMMENDATION:

Acceptance by the Board of Education of a donation in the amount of \$87,400 from Oakland ED Fund for funding the Broad Fellow for the period of July 2016 to June 2017, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

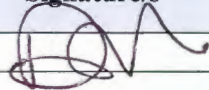
OUSD Donation Form , Copy of Check, C Copy of Letter from Donor, Grant Face Sheet

OUSD Grants Management Face Sheet 2016/17

Title of Grant: Oakland Ed Fund	Funding Cycle Dates: August 2016- June 2017
Grant's Fiscal Agent Brian Stanley, 510-221-6968 x 705	Grant Amount for Full Funding Cycle: 87,400.00
Funding Agency: Oakland Ed Fund	Grant Focus: Equity Pledge Committee Projects
List all School(s) or Department(s) to be Served: Continuous School Improvement	

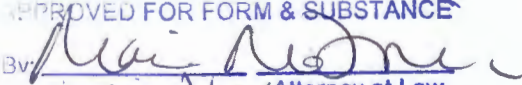
Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Funding for the Equity Pledge Broad Fellow for projects with the Committee
How will this grant be evaluated for impact upon student achievement?	NA
Does the grant require any resources from the school(s) or district? If so, describe.	OUSD Staff
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 for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	NA
Will the proposed program take students out of the classroom for any portion of the school day?	NA
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	David Montes de Oca, Senior Deputy Chief, CSI

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Senior Deputy Chief Department Head	David Montes de Oca		3/30/2017

Grant Office Obtained Approval Signatures:

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

OAKLAND UNIFIED SCHOOL DISTRICT
 Office of General Counsel
 APPROVED FOR FORM & SUBSTANCE
 By: 
 Maria Newland, Attorney at Law



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

DONATION FORM



Please complete the information requested on this form. **Attach your donation checks made payable to Oakland Unified School District with the name of the school referenced on the check's memo note.** For school sites receiving donations: deliver/mail check & form to the Office of your Network Superintendent/Chief/Deputy Chief for processing and board review/preparation. For central office departments receiving donations: deliver/mail check & form to your department Office Manager for processing and board review/preparation.

Questions? Contact Lito Catolos at 510-879-0125 or by email at Lito.Catolos@ousd.k12.ca.us for further information.

Site No.	School Name	Donation's Purpose	Start Date	End Date	Donor	Donation Value*	Check Date	Check No.	[FOR OFFICE USE ONLY] CR NO.
956	Continuous School Improvement	Pay for Equity Pledge Broad Fellow for the Equity Pledge Program	July 1, 2016	June 30, 2017	Oakland Public Ed Fund	87,400.00	2/16/2017	011039	

Your Print Name: **Christine Chen**

Your Signature:

Christine W Chen

Your Job Title: **Business Manager**

Signature Date: **2/27/2017**

Your Phone Number: **510-879-1726**

Your Email:

Christine.chen@ousd.org

Network Superintendent/Chief/Deputy Chief Printed Name:

Network Superintendent/Chief/Deputy Chief Signature:

David Montes de Oca DM

[Signature]

[FOR OFFICE USE ONLY] Distribution Org Key:

(*Donations or grants over \$84,100 require separate Board Memo and Legistar File ID Numbers)

Revised: 6/11/15 OUSD Financial Accounting Division

011039

Oakland Public Education Fund
PO Box 27148
Oakland, CA 94602

Torrey Pines Bank
1951 Webster St
Oakland, CA 94612
(510) 899-7500
90-4363/1222

02/16/2017

PAY TO THE
ORDER OF

Oakland Unified School District

87,400.00

\$

Eighty Seven Thousand Four Hundred Dollars

DOLLARS

Oakland Unified School District
1000 Broadway
Oakland, CA 94607

MEMO

⑈011039⑈ ⑆122243635⑆

2800214171⑈

Details on Back. Security Features Included

Oakland Public Education Fund

V-0434--Oakland Unified School District
Print As: Oakland Unified School District

1000 Broadway
Oakland, CA 94607

Torrey Pines Bank 011039
Checking - 4171 4171
Date: 02/16/2017

Date	Bill #	Reference Number	Fund	Amount Entered	Amount Paid
02/16/2017	17-02-02068206	Department ID	NA	\$87,400.00	\$87,400.00
7020--Grants to other org	Grant disbursement 1/1		OUSD		
Net Amount:					\$87,400.00

RECEIVED
MAR 01 2017

91.50



STAFF

Brian Stanley, Ed.D.
Executive Director

Rebecca Hopkins
Deputy Director

David Korsak
Director of Finance &
Administration

Benj Vardigan
Director of Communications

Quierra Trammel
Special Events Coordinator

Helen Vance
Staff Accountant

Zachary Hennessy
Junior Accountant

Bridget Daly
Administrative Assistant

BOARD OF DIRECTORS

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William H. Donner Foundation
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Rhonnell Sotelo
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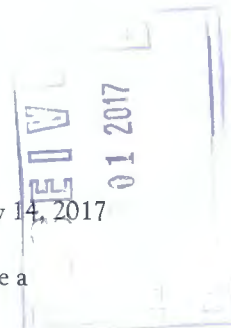
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Samir Bolar
Mastery Design Collaborative
Member-at-Large

Elñora Tena Webb, Ph.D.
Laney College President
Member-at-Large

February 14, 2017



The Oakland Public Education Fund is pleased to provide a donation in the amount of: \$87,400.00.

The purpose, deliverables, intended impact, and reporting deadlines for this donation are detailed in the attached award letter. Below are some details related to this donation that will help you better load the funds into the appropriate district budget:

Primary Program Contact: David Montes de Oca
Donation Start: July 1, 2016
Donation End: June 30, 2017
Project Name: Office of Continuous School Improvement
Grant writer name: Christine Chen
Grant writer email: christine.chen@ousd.org
Grant Purpose: Pay for Equity Pledge Broad Fellow for the Equity Pledge Program

If you need additional documentation or have any questions related to these funds, please do not hesitate to contact me via email at brian@oaklandfund.org.

Congratulations on your award! We are immensely honored to partner with you in helping every Oakland public school student learn, grow and thrive.

Warmly,

Brian Stanley, Ed.D.
Executive Director
Oakland Public Education Fund



Oakland Public Education Fund
PO Box 27148
Oakland, CA
94602

SECTION 1: PROJECT FUNDING OVERVIEW

Name of Project	Oakland Unified School District, Office of Continuous School Improvement
Date Approved	February 14, 2017
Funding Source	Oakland Public Education Fund
Amount of Grant	\$87,400.00
Grant Period	Grant Start: July 1, 2016 Grant End: June 30, 2017
Grant Writer	Name: Christine Chen / Email: christine.chen@ousd.org

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. *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.*

PURPOSE OF THIS GRANT

To support the Equity Pledge Broad Fellow for the Equity Pledge Program.

SECTION 3: DISBURSEMENT

You have told us that you wish to: Awarding of grant to OUSD or other agreed upon designee.

IF FUNDS WILL BE TRANSACTED THROUGH THE OAKLAND ED FUND: Please work with our Director of Finance and Administration, David Korsak (david@oaklandedfund.org), to set up any funds you requested that we hold on account in service of this project. Your organization may need to complete an agreement establishing a fund management relationship if one does not already exist.

IF THE OAKLAND ED FUND IS ISSUING A GRANT TO OUSD: The Oakland Unified School District Board of Education must approve receipt of grants by 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.

SECTION 4: 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 February 14, 2017, 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.



Dear David Montes de Oca,

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 \$87,400.00 for the project: Oakland Unified School District.

This agreement forms the contract between the Oakland Public Education Fund and 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.

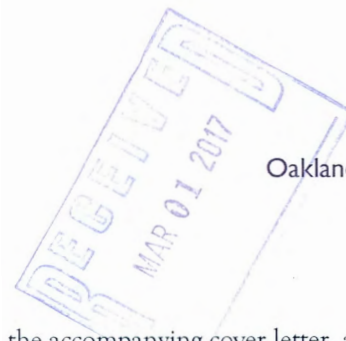
As a local education fund, our ability to fund important programs such as yours is contingent upon ongoing support from the Bay Area community. We look forward to partnering with you to let others know about the importance of philanthropy. Please include us in any communications connected with the grant, 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 Director of Communications Benj Vardigan (benj@oaklandedfund.org).

The Oakland 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 blue ink, appearing to read "Brian Stanley".

Brian Stanley, Ed.D.
Executive Director
Oakland Public Education Fund



Oakland Public Education Fund
PO Box 27148
Oakland, CA
94602

2. Grantee shall use the grant solely for the project described in the accompanying cover letter, 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 by 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 of percent will be deducted from all amounts paid into the restricted fund. 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 the schedule presented in the letter accompanying this agreement. The report shall describe the charitable 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.
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 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.



Oakland Public Education Fund
PO Box 27148
Oakland, CA
94602

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.

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

DocuSigned by:
David Montes de Oca
Signature: 5E534322465D442...

DocuSigned by:
[Signature]
Signature: 78B1BCC19954400...

Title: Deputy Chief

Title: Executive Director

Date: February 15, 2017 | 9:47:03 PM PST

Date: February 15, 2017 | 2:50:42 PM PST

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: *[Signature]*
Attorney at Law