

File ID Number	18-1662
Introduction Date	8/8/18
Enactment Number	18-1369
Enactment Date	8/8/18 lf
By	



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

August 8, 2018

To: Board of Education
From: Kyla Johnson-Trammell, Superintendent
Subject: Grant Award - Silvergiving Foundation - Oakland International High School

ACTION REQUESTED:

Acceptance by the Board of Education of a Grant Award from the Silvergiving Foundation, in the amount of \$150,000.00, to support the Learning Lab and Teacher Pathways Program at Oakland International High School, for the period of July 1, 2018 through June 30, 2019, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant award for OUSD schools for the 2018-2019 fiscal year 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
18-1662	Yes	Grant	Oakland International High School	Support establishment of a Learning Lab at Oakland International High School to support professional development of teachers and elders related tonewcomers and ELLs.	7/1/2018 through 6/30/2019	Silvergiving Foundation	\$150,000.00

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: \$150,000.00

RECOMMENDATION:

Acceptance by the Board of Education of a Grant Award for OUSD schools for fiscal year 2018-2019, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

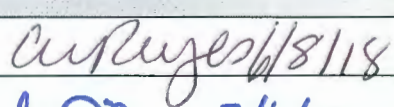

Grant Face Sheet
Grant Award Letter

OUSD Grants Management Face Sheet

Title of Grant: OIHS Learning Lab	Funding Cycle Dates: July 2018- June 2019
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Sarah Kim Sarah@silvergiving.org 1 Lombard St Suite 305 San Francisco, Ca 94111	Grant Amount for Full Funding Cycle: \$150,000
Funding Agency: Silvergiving Foundation	Grant Focus: OIHS Learning Lab
List all School(s) or Department(s) to be Served: Oakland International High School	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Improve the quantity and quality of teachers prepared to and currently teaching newcomer students in Oakland
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 4.75% 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.)	Annual Report
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 4.25% 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.)	Carmelita Reyes, Principal Carmelita.Reyes@ousd.org Cell#510-435-3271

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	Carmelita Reyes		6/8/18
Department Head (e.g. for school day programs or for extended day and student support activities)			7/16/18

Grant Office Obtained Approval Signatures:

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

silvergiving

FOUNDATION

6/3/2018

Carmelita Reyes
Principal
Oakland International High School
4521 Webster St
94609, California 94609
United States

Dear Carmelita,
I am delighted to inform you that the Board of Directors of the Robert & Ruth Halperin Foundation has approved your grant request. We are pleased to award Oakland International High School with a one-year grant in the amount of \$150,000.00 for support for the Learning Lab and Teacher Pathways program.

Please sign the enclosed Grant Agreement Form and **return it by email** to Grants@silvergiving.org at your earliest convenience. By signing, you are accepting the terms of the agreement. As soon as we receive your signed agreement, we will issue the grant funds.

Please review the mailing address above and notify us of any changes. If you have any questions, feel free to reach out to Program and Grants Manager Liz Wagstaffe at the email above or 415-321-8005.

We are delighted to be able to support your organization and wish you the utmost success in the coming year.

With our congratulations,



Natasha Hoehn

Executive Director

NB. Please note that the entity from which you are receiving funds is the **Robert & Ruth Halperin Foundation**. Publicly, however, please refer to this grant as coming from the **Silver Giving Foundation**.

General Requirements of Grant

USE OF FUNDS: This grant must be used only for the purpose(s) stated in our award letter and as set forth in the proposal submitted to the Silver Giving Foundation and/or the Robert and Ruth Halperin Foundation (the "Foundation") and as described in any further correspondence between the Foundation and the Grantee related to material changes in the proposal outcomes and activities, all of which are incorporated by reference (collectively, the "Project"). Any change of purpose or scope of the Project, any key personnel change, or any major budget change must be communicated promptly to the Foundation. If the Foundation does not agree to modify the grant, any unexpended funds must be returned to the Foundation together with the interest earned.

REPORTING: We may ask you to submit complete progress reports on the Project. Reporting guidelines will be emailed to you by the Foundation and shall include both financial and narrative sections. The financial portion should include an itemized listing of the project expenses to which the grant funds have been applied and a financial accounting for the use of any interest and other income from the grant. All receipts and vouchers must be retained, but need not to be submitted unless requested by the Foundation.

PUBLIC RELATIONS: The Foundation does not expect you to incur advertising or public relations expenses in announcing the receipt of this grant. However, we ask you to submit any press release mentioning the Foundation for approval before distribution.

IMPERMISSABLE PURPOSES: Grantee agrees that no portion of the Grant Amount shall be used (a) to lobby or to otherwise influence legislation, (b) to influence the outcome of any specific public election or participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, (c) to carry on, directly or indirectly, any voter registration drive, (d) to induce or encourage violations of law or public policy, (e) to cause any private inurement or improper private benefit to occur, (f) to take any action that would or reasonably could jeopardize its tax-exempt status, or (g) for any non-charitable purpose, as defined by the Internal Revenue Code and applicable Treasury Regulations. Grantee also acknowledges that Grantor has not designated use of funds or directed activities for purposes of any attempt to influence legislative or administrative action as defined by the California Political Reform Act.

SUBGRANTEES/SUBCONTRACTORS: Grantee shall retain full discretion and control over the selection of any subgrantees or subcontractors to carry out Grantee's charitable purposes and acknowledges that all subgrantees or subcontracts act independently of the Grantor. Grantee and Grantor acknowledge that there is no agreement, oral or written, by which Grantor may cause Grantee to choose any particular subgrantee or subcontractor. Grantee shall require that any subgrantee or subcontractor be subject to the Public Relations requirements of this Agreement. All obligations of Grantee under Paragraph 3 shall remain in full force and effect.

PAYMENT: Payments of this Grant Amount shall be made to the Grantee by either the Silver Giving Foundation or the Robert and Ruth Halperin Foundation. All terms of this Grant Agreement are applicable regardless of which organization provides payment. Grantee affirms that each payment received from Grantor during the Grant Duration shall satisfy the Grant Amount and shall be used exclusively to implement the purposes of the Project set forth in Paragraph 1.

BOOKKEEPING PROCEDURE: Please show the grant funds separately on your books of account and maintain an accurate record of the funds received and expenses incurred under this grant in accordance with Internal Revenue Code and Treasury Regulations. Such books of account must be retained for at least four years after receipt of our final report and made available to the Grantor at reasonable times.

TAX STATUS: Provide the Foundation with immediate notification of any changes in your organizations' tax status.

EVALUATION: The Foundation is to have reasonable access to your files, records, and personnel for the purposes of making financial audits, verification of programs, or program evaluations, if deemed necessary.

DISPUTE RESOLUTION: Except as set forth in this section, Grantor and Grantee waive the right to all remedies in court, including any right to a jury trial, with respect to any claim arising out of or related to this Agreement, and any dispute or claim shall be submitted to arbitration on the written request of Grantor/Grantee after service of that request on the other organization. Any dispute submitted to arbitration pursuant to this section shall be finally and conclusively determined by arbitration conducted in San Francisco, California, before a single arbitrator in accordance with the then current rules of Judicial Arbitration and Mediation Services applying the laws of the State of California. The award or decision of the arbitrator which may include an order of specific performance, injunction, or other equitable relief shall be final and binding on all parties and enforceable in any court of competent jurisdiction. There shall be no right of appeal, except as contained in Section 1286.2 of the California Code of Civil Procedure. During the pendency of any arbitration process, each party to any arbitration shall bear its own expenses, including but not limited to such party's attorney's fees, if any. Upon conclusion of the arbitration, the arbitrator shall specify the "prevailing party" in its award and the "prevailing party" shall be entitled to prompt reimbursement of reasonable attorneys' fees and expenses incurred in connection with the arbitration.

VIOLATIONS OF CONDITIONS: Any violation of the conditions set forth above will require a refunding to the Foundation of any grant funds involved in the violation. The Foundation reserves the right to discontinue, modify, or withhold any payments due under this grant award or to require a refund of any grant funds if, in its judgment, such action is necessary to comply with the requirements of any law or regulation affecting its responsibilities under this grant award.

SIGNED AND AGREED TO BY:

Carmelita Reyes
Name (Please print)

6/18/18
Date

Principal
Title

Principal Oakland International HS
Signature

Aimee Eng 8/9/18 *Revised May 2018*

Aimee Eng
President, Board of Education

Kyla R. Johnson-Trammell 8/9/18

Kyla R. Johnson-Trammell
Secretary, Board of Education

Robert and Ruth Halperin Foundation

One Lombard Street, Suite 305
San Francisco, CA 94111
(415) 834-9934

Bank of America



Check Fraud
Protection for Business

11-35/1210

05/28/2018

PAY TO THE ORDER OF Oakland International High School

\$ **150,000.00

One Hundred Fifty Thousand and 00/100***** DOLLARS

Oakland International High School
4521 Webster St.
Oakland, CA 94609



[Handwritten Signature]
AUTHORIZED SIGNATURE

MEMO

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Security features. Details on back.



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

OUSD 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 Regional Executive Officer/Network Executive Officer 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 Betty Guerin at 879-8369 or by email at Betty.Guerin@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.
353	Oakland International HS	Support OIHS Learning Lab	7/1/2018	7/1/2019 Note: any unspent funds will be available to roll over into the next fiscal year	Silvergiving	\$150,000	5/28/2018	2132

Print Your Name: Carmelita Reyes

Signature: *Carmelita Reyes*

Job Title: Principal

Date: 6/18/18

Approval Signature by Regional Executive Officer/Network Executive Officer/Executive Officer:

Preston Thomas 6/29/18

(*Donations or grants over \$5,000 require separate board review Registrar File ID Numbers.)

ENTERED 6/29/18