

File ID Number	15-1891
Introduction Date	10/14/15
Enactment Number	15-1891
Enactment Date	10/14/15
By	AW



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

**OAKLAND UNIFIED SCHOOL DISTRICT**

**Office of the Board of Education**

October 14, 2015

To: Board of Education  
 From: Antwan Wilson, Superintendent  
 Subject: Grant Agreement - Oakland Public Education Fund - Restorative Justice Grant

**ACTION REQUESTED:**

Approval and acceptance by the Board of Education of District applicant submitting grant agreement for OUSD Schools from the Oakland Public Education Fund Grant Award, to support a Pre-K - 12 system of support including Early Childhood Education, Restorative Justice, African American Student Achievement, and Community School Coordinators throughout Oakland Public Schools, for fiscal years 2015-2018 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 years, if any.

**BACKGROUND:**

Grant agreement for OUSD schools for the 2015-2018 fiscal years was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant agreement packets are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
15-1891	Yes	Grant	All Oakland Unified School District Schools	For the to support a Pre-K - 12 system of support including Early Childhood Education, Restorative Justice, African American Student Achievement, and Community School Coordinators throughout Oakland Public Schools.	July 7, 2015 through July 31, 2018	Oakland Public Education Fund	\$1,378,000.00

**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 agreement 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: \$1,378,000.00

**RECOMMENDATION:**

Approval and acceptance by the Board of Education of District applicant submitting a grant agreement for OUSD schools for fiscal years 2015-2018 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 Award Letter

Grant Agreement


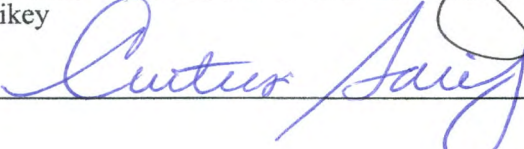
OUSD Grants Management Face Sheet

<b>Title of Grant:</b> Restorative Justice Grant	<b>Funding Cycle Dates:</b> July 7, 2015 – July 31, 2018
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address) Oakland Public Education Fund Brian Stanley, Ed.D., Executive Director P.O. Box 27148, Oakland, CA 94602 (510) 221-6968 x700, (510) 221.6053 Fax <a href="mailto:brian@oaklandedfund.org">brian@oaklandedfund.org</a>	<b>Grant Amount for Full Funding Cycle:</b> \$1,378,000.00  (First Year \$689,000.00, Second Year \$344,500.00 Third Year \$344,500.00)
<b>Funding Agency:</b> The San Francisco Foundation One Embarcadero Center, Suite 1400 San Francisco, CA 94111 (415) 733-8500 <a href="http://www.sff.org">http://www.sff.org</a>	<b>Grant Focus:</b> To support a Pre-K – 12 system of support including Early Childhood Education, Restorative Justice, African American Student Achievement, and Community School Coordinators throughout Oakland Public Schools.
<b>List all School(s) or Department(s) to be Served:</b> All Oakland Unified Schools	

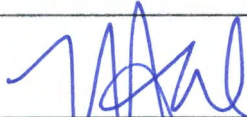

<b>Information Needed</b>	<b>School or Department Response</b>
How will this grant contribute to sustained student achievement or academic standards?	By providing community school managers, restorative justice facilitators, and manhood development program case managers, this grant facilitates the conditions needed for learning at the classroom, student, and community school level. Students served through this grant will have improved outcomes in attendance, achievement, and social/emotional learning.
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 5.94% 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.)	Data is collected at both school—wide and individual student levels to measure the impact of grant funded services and supports. Impacts at schools and students receiving restorative justice services and supports will be included in the district's annual RJ evaluation.
Does the grant require any resources from the school(s) or district? If so, describe.	School sites are requested to invest in the sustainability of these programs and services by providing a 10K match for each 1.0FTE Restorative Practices Facilitator. This match enables us to leverage this grant to reach more schools and facilitates shared ownership of implementation and outcomes by school and central office partners.
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 5.94% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No. Indirect has already been taken out.
Will the proposed program take students out of the classroom for any portion of the school day?	Students receiving targeted support will experience an increase in instructional minutes annually. Services will not interrupt instruction

(OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	otherwise agreed upon by staff with a plan to deliver any content that was missed.
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Barbara McClung, Director of Behavioral Health Initiatives Community Schools and Student Services Department 746 Grand Avenue, Oakland, CA 94610 (415) 533-3709 <a href="mailto:Barbara.McClung@ousd.org">Barbara.McClung@ousd.org</a>

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal	Barbara McClung		9/1/15
Department Head (e.g. for school day programs or for extended day and student support activities)	Curtiss Sarikey		9/1/15

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Superintendent	Antwan Wilson		



July 26, 2015

Dear Barbara McClung,

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 \$1,378,000.00 for the project: Oakland Unified School District (Grantee).

Please read the attached grant agreement carefully as it outlines the conditions of the grant as well as the payment and reporting schedules. If you agree to the terms and conditions please sign this agreement.

No funds will be disbursed until this agreement has been signed and 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](http://www.oaklandedfund.org). Our logo is available upon request. Any statement about the Oakland Public Education Fund should be cleared in advance through our Director of Communications Benj Vardigan ([benj@oaklandedfund.org](mailto: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", is placed over a light blue rectangular background.

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
Date Approved	July 26, 2015
Funding Source	Oakland Public Education Fund
Amount of Grant	\$1,378,000.00
Grant Period	<b>Grant Start:</b> July 7, 2015 <b>Grant End:</b> July 31, 2018
Primary Program Contact	<b>Name:</b> Barbara McClung <b>Email:</b> barbara.mcclung@ousd.k12.ca.us
Grant Writer	<b>Name:</b> Brian Stanley <b>Email:</b> brian@oaklandedfund.org
Reporting Requirements & Due Dates	<b>Interim Report:</b> June 30, 2016 <b>Final Report:</b> July 31, 2018

## 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 a Pre-K - 12 system of support including Early Childhood Education, Restorative Justice, African American Student Achievement, and Community School Coordinators throughout Oakland Public Schools.

### STEPS YOU WILL TAKE TO ACHIEVE YOUR RESULTS

Hire site-based Restorative Justice coordinators, coaches, and trainers.

Collaborate with Restorative Justice for Oakland Youth, a long-time partner in this work, to support our capacity to provide the training required for this project.

Implement whole-school trauma-informed Restorative Justice at all high schools, allowing full secondary implementation of Restorative Justice (other high school RJ programs covered by existing grant and district to match investment at middle school level).

Implement restorative alternatives to suspension at all high schools

Implement supported re-entry at all high schools for students suspended, transferred, or returning from juvenile justice to ensure support and accountability for academic progress.

### WHAT WILL CHANGE AS A RESULT OF YOUR PROJECT

Classroom-based Restorative Justice will be implemented at eight high schools (in addition to the six existing grant-funded Restorative Justice programs) realizing Restorative Justice programs at 100% of district high schools. This will result in reduced office discipline referrals and suspensions for all students (specifically for African-American students) and increased attendance.

Implement restorative alternatives to suspension, with a focus on family and community conferencing to repair misconduct. This will result in reduced out of school suspension and re-victimization and increased measures of school safety as evidenced by school climate index of California Healthy Kids Survey.



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Provide supported reentry for students suspended, transferred, or returning from juvenile justice at these same high schools to ensure support and accountability for academic engagement. This will be demonstrated by increased graduation rates for African-American students, and decreased recidivism of violent or criminal offenses.



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### SECTION 3: DISBURSEMENT

**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 A PUBLIC ENTITY:** Generally the board of public entities must approve receipt of grants 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 staff at the public entity you are working with to ensure this process moves quickly so that work can begin on time. If you need additional documentation from the Ed Fund please do not hesitate to contact us.

### PAYMENT SCHEDULE

Number of payments: 1

Payment	Date	Amount	Disbursement Requirements
Payment 1	July 31, 2015	\$689,000.00	Return of this signed agreement.
Payment 2	July 1, 2016	\$344,500.00	Completion of required interim report and financial report
Payment 3	July 3, 2017	\$344,500.00	Completion of required interim report and financial report
Payment 4			N/A

### REPORTING SCHEDULE

Note: Any reports without dates are not required for this grant.

Report Name	Date
<b>Interim Reporting</b>	
Interim 1 Due	June 30, 2016
Interim 2 Due	June 30, 2017
Interim 3 Due	
Interim 4 Due	
<b>Financial Reporting</b>	
Interim Financial Report Due	June 30, 2016
Final Financial Report Due	July 31, 2018
<b>Final Reporting</b>	
Final Report Due	July 31, 2018

### 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





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 Oakland, CA  
 94602

charitable funds are expended in ways that align with applicable state and federal laws, I.R.S. Codes, and, if applicable, original funder intent.

This Grant Agreement contains the terms and conditions for Grant#15-013898 in the amount of \$1,378,000.00 from The Oakland Public Education Fund (Ed Fund) to Oakland Unified School District (the Grantee). By signing this Grant Agreement and accepting grant funds, an authorized representative of the Grantee agrees to the following obligations 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 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. 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.
4. 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.
5. 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).
6. 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.
7. 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).
8. 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.
9. 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



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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.

10. 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.

**SPECIAL CONDITIONS IMPOSED ON THIS GRANT**

This grant is awarded by the Oakland Public Education Fund with funding from an anonymous donor of The San Francisco Foundation.

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 Authorized Signature

Signature:

DocuSigned by:  
Barbara McClung  
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Barbara McClung

Director, Behavioral Health

James Harris  
President, Board of Education

Antwan Wilson  
Secretary, Board of Education

Oakland Ed Fund Authorized Signature

Signature:

DocuSigned by:  
David korsak  
50EFF7F95B9B4E6...

David korsak

Director of Finance & Administratio

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