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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

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

December 14, 2022

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Susan Beltz, Chief Technology Officer

Subject: Grant Agreement - Oakland Public Education Fund - Grant - Gilead Sciences Inc.

ACTION REQUESTED:

Approval by the Board of Education of a Grant Agreement, from the Oakland Public Education Fund for Gilead Sciences Inc., in the amount of \$350,328, to reimburse OUSD for stipends provided to SEIU administrative assistants who do not opt out of assisting with device distribution, collection and outreach for the Affordable Connectivity Program, for the period of November 3, 2022 through June 30, 2024, pursuant to the terms and conditions thereof for the grant years, if any.

BACKGROUND:

In 2022-2023, SEIU approved an addendum to fund administrative assistants who do not opt out of assisting with device distribution, device collection and outreach for the Affordable Connectivity Program (ACP). Funding for administrative assistant stipends is made possible through the district's partnership with #OaklandUndivided. This grant provides funding for two years of stipends for administrative assistant staff at OUSD schools to support home digital access for OUSD students. The grant face sheet and grant agreement are attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
22-2714	Yes	Grant	Oakland Unified School District Technology Services Department	To provide OUSD with two years of funding to provide stipends to site-based Administrative Assistants who have not opted out of supporting #OaklandUndivided by ensuring students have home digital access by distributing and collecting district-loaned Chromebooks and Hotspots, directing families to tech support resources, and communicating with families about the Affordable Connectivity Program	11/3/22 - 6/30/24	Gilead Sciences Inc. via the Oakland Public Education Fund	\$350,328.00

DISCUSSION:

The District created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student
- 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: \$350,328.00

RECOMMENDATION:

Approval by the Board of Education of a Grant Award for Technology Services for fiscal years 2022-2023 and 2023-2024, pursuant to the terms and conditions thereof, for the grant year, if any.

ATTACHMENTS:

Grant Face Sheet

Grant Award Letter - Grant #22-11-05372803

OUSD Grants Management Face Sheet

Title of Grant:	Funding Cycle Dates:
OUSD Site Admin Assistant Stipends	11-03-2022 to 06-30-2024
Grant's Fiscal Agent: (contact's name, address, phone number, email address)	Grant Amount for Full Funding Cycle:
Oakland Public Education Fund PO Box 71005 Oakland, CA 94612 510-221-6968 grants@oaklandedfund.org	\$350,328.00
Funding Agency: Gilead Sciences Inc.	Grant Focus: In 2022-2023, SEIU approved an addendum to fund administrative assistants who do not opt out of assisting with device distribution, device collection and outreach for the Affordable Connectivity Program (ACP). Funding for administrative assistant stipends is made possible through the district's partnership with #OaklandUndivided. This grant provides funding for two years of stipends for administrative assistant staff at OUSD schools to support home digital access for OUSD students.
List all School(s) or Department(s) to be Served: All K-12 Schools districtwide	

Information Needed	School or Department Response
<p>How will this grant contribute to sustained student achievement or academic standards?</p>	<p>The hard work of administrative assistants in helping with device distribution and outreach will ensure all OUSD students have access to a computer, high-speed internet, and culturally competent tech support at home in order to close the homework gap and ensure students are on track to graduate.</p>
<p>How will this grant be evaluated for impact upon student achievement?</p> <p>(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 4.22% 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.)</p>	<p>This grant provides stipends for administrative assistants based on a tiered system aligned to enrollment. Support is provided to administrative assistants and checkout rates are tracked to ensure that students are provided devices based on technology needs communicated by parents during Data Confirmation.</p>
<p>Does the grant require any resources from the school(s) or district? If so, describe.</p>	<p>No</p>
<p>Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?</p> <p>(If yes, include the district's indirect rate of 4.22% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)</p>	<p>Services are supported by an OUSD funded grant.</p>
<p>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.)</p>	<p>No</p>
<p>Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)</p>	<p>Name/Title: Preston Thomas, Chief Systems and Services Officer (CSSO)</p> <p>Site: 913</p> <p>Address: 1000 Broadway, Ste. 450, Oakland, CA</p> <p>Phone: 510-579-2022</p> <p>Email: preston.thomas@ousd.org</p>



November 15, 2022

Dear Kyla Johnson-Trammell,

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 \$350,328.00 for the project: Oakland Unified School District.

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 at communications@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, appearing to read "Alex Medina", written in a cursive style.

Alexandria Medina
Executive Director
Oakland Public Education Fund



SECTION 1: PROJECT FUNDING OVERVIEW

Name of Project	Oakland Unified School District
Date Approved	November 15, 2022
Funding Source	Gilead Sciences Inc
Amount of Grant	\$350,328.00
Grant Period	Grant Start: November 3, 2022 Grant End: June 30, 2024
Grant Writer	Name: Alexandria Medina
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

Fund stipends for clerical staff at OUSD schools to support home digital access for OUSD students for two years.

STEPS YOU WILL TAKE TO ACHIEVE YOUR RESULTS

Distribute, track, and collect student chromebooks, refer students and families for tech support and digital literacy, and support awareness and adoption of Affordable Connectivity Plan.

WHAT WILL CHANGE AS A RESULT OF YOUR PROJECT

Ensure all OUSD students have access to a computer, high-speed internet, and culturally competent tech support at home.

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	Due Date: N/A
Final Report	Due Date: N/A

SECTION 4: DISBURSEMENT

You have told us that you wish to: check will be mailed.

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.



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 November 15, 2022, 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 Regrant (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, an IRS Tax Determination Letter which shows proof of 501(c)(3) status, a Tax Form W9, 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



Oakland Public Education Fund
PO Box 71005
Oakland, CA
94612

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.
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

G.Y.
Gary Yee, President, Board of Education 12/15/2022

K.J.T.
Kyla Johnson Trammell, Secretary, Board of Education 12/15/2022

Signature:

Title:

Date:

Oakland Ed Fund Authorized Signature

Signature:  *Alexandria Medina*

Title: Executive Director

Date: 11/17/2022

Approved as to form by OUSD Attorney Carrie Rasmussen on 11/17/22

Carrie M. Rasmussen