

File ID Number	20-1105
Introduction Date	6/10/20
Enactment Number	20-0910
Enactment Date	6/10/2020 If
By	



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

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

June 10, 2020

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent  
Lucia Moritz, High School Network Superintendent  
Rebecca Lacocque, Director, High School Linked Learning Office

Subject: Grant Award - Walter and Elise Haas Fund - CTE Capacity Building - Grant #WEHF-20201335

**ACTION REQUESTED:**

Approval by the Board of Education of a Grant Award from the Walter and Elise Haas Fund in the amount of \$100,000.00, to support CTE Capacity Building for training and supports to up to 100 Linked Learning teachers and staff to serve as mental health first responders during the period of shelter-in-place due to COVID-19 and through the transition into the 2020-21 academic year, for the period of May 1, 2020 through June 30, 2021, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

**BACKGROUND:**

Grant Award for OUSD schools for the 2020-2021 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
20-1105	Yes	Grant	Oakland Unified School District High Schools and the Linked Learning Department.	Grant funding to provide training and supports to up to 100 Linked Learning teachers and staff to serve as mental health first responders during the period of shelter-in-place due to COVID-19 and through the transition into the 2020-21 academic year.	May 1, 2020 - June 30, 2021	Walter and Elise Haas Fund	\$100,000.00

**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: \$100,000.00

**RECOMMENDATION:**

Approval by the Board of Education of a Grant Award for OUSD high schools via the High School Linked Learning Office for fiscal year 2020-2021, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

**ATTACHMENTS:**

Grant Face Sheet  
Grant Award Letter


## OUSD Grants Management Face Sheet

<b>Title of Grant:</b> Walter and Elise Haas Fund, CTE Capacity Building (COVID-19)	<b>Funding Cycle Dates:</b> May 1, 2020 to June 30, 2021
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address) Pui Ling Tam Walter and Elise Haas Fund One Lombard Street, Suite 305 San Francisco, CA 94111 (415) 398-4474	<b>Grant Amount for Full Funding Cycle:</b>  \$100,000.00
<b>Funding Agency:</b> Walter and Elise Haas Fund One Lombard Street, Suite 305 San Francisco, CA 94111 (415) 398-4474	<b>Grant Focus:</b> To provide training and supports to up to 100 Linked Learning teachers and staff to serve as mental health first responders during the period of shelter-in-place due to Covid-19 and through the transition into the 2020-21 academic year.
<b>List all School(s) or Department(s) to be Served:</b> All OUSD high schools and the Linked Learning Department	

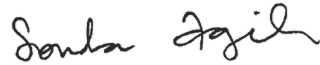
Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant will serve as a dropout prevention and mental health wellness initiative for students in Linked Learning pathways.
How will this grant be evaluated for impact 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 3.25% 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.)	This grant will not be evaluated.
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 3.25% 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.)	Rebecca Lacocque Director of Linked Learning 1000 Broadway, Ste. 440 Oakland, CA 94607 (510) 879-4616 rebecca.lacocque@ousd.org

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**Applicant Obtained Approval Signatures:**

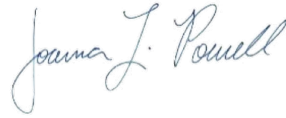
Entity	Name/s	Signature/s	Date
Principal/Administrator	Rebecca Lacocque		4/16/2020

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Chief Academic Officer	Sondra Aguilera		4/17/20
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Approved as to form by Joanna Powell, OUSD Staff Attorney, on 4/27/2020.



**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Fiscal Officer	N/A		

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Superintendent	Kyla Johnson-Trammell		
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# WALTER & ELISE HAAS FUND

May 8, 2020

Sondra Aguilera  
Chief Academic Officer  
Oakland Unified School District  
1000 Broadway, Suite 680  
Oakland, California 94607

RE: Agreement for Grant WEHF-20201335

Dear Sondra:

I am pleased to inform you that the Walter and Elise Haas Fund has approved a one-year, \$100,000 project support grant to Oakland Unified School District to train and coach 100 career pathway teachers in trauma-informed care to provide integrated mental health supports to Oakland youth due to the impact of COVID-19.

Please sign and return this letter to acknowledge receipt of this grant. Upon receipt, we will forward full payment of the \$100,000 grant award. Please know how much the trustees and staff of the Walter and Elise Haas Fund appreciate all you are doing to keep our community safe at this time.

Sincerely,

DocuSigned by:  
*Jamie Allison*  
C038705366A447D...  
Jamie Allison  
Executive Director

cc: Rebecca Lacocque  
Barbara McClung<sup>DS</sup>  
Pui Ling Tam *PLT*

Accepted on behalf of Oakland Unified School District:

DocuSigned by:  
*Sondra Aguilera*  
2945667D95DF84AC...

Date: 5/8/2020 | 11:59 AM PDT

Sondra Aguilera  
Chief Academic Officer

JA/mtm

Trustees  
John D. Goldman, *President*  
Elizabeth H. Eisenhardt • Daniel S. Goldman • Peter E. Haas, Jr. • Jennifer C. Haas • Charlotte Haas Prime

Jamie Allison, *Executive Director*

## APPENDIX: GRANT TERMS AND CONDITIONS

1. **Use of Funds.** Grantee shall use the grant funds only for the purposes of the specific project described in the attached award letter. Grantee shall repay to the Fund any portion of the grant funds which is not spent or committed for these purposes. Any significant changes in the purposes for which grant funds are spent must be approved in writing by the Fund before the funds are spent. Prior permission from the Fund is required for budget revisions of 10% or more for line items over \$1,000.
2. ~~**Reporting.** To enable the Fund to evaluate the effectiveness of this grant, Grantee shall submit to the Fund a grant report. The report shall contain: (1) a description of the progress that Grantee has made toward achieving the purposes for which this grant was made; (2) a financial accounting of the expenditure of grant funds; and, if applicable, (3) copies of any publications resulting from the grant. Reports are due to the Fund at the conclusion of the grant period. The Fund may also request additional reports at its discretion.~~
3. **Financial Recordkeeping.** Grantee shall maintain books to show or track the grant funds separately. All expenditures made in furtherance of the purposes of the grant shall be charged off against the grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall make these books and records available to the Fund at reasonable times for review and audit, and shall comply with all reasonable requests of the Fund for information and interviews regarding use of grant funds. Grantee shall keep copies of all relevant books and records and all reports to the Fund for at least four years after completion of the use of the grant funds.
4. **Sub-grantees.** Grantee shall retain full discretion and control over the selection of any sub-grantees to carry out the purposes of this grant and shall act completely independently of the Fund. The Fund and grantee acknowledge that there is no agreement, written or oral, by which the Fund may cause grantee to choose any particular sub-grantee. Grantee shall require any sub-grantees to comply with the applicable requirements of this grant agreement. All obligations of grantee shall remain in full force and effect.
5. **Prohibited Uses.** Unless otherwise noted in the award letter, grantee shall not use any portion of the funds granted<sup>1</sup>:
  - a. To attempt to influence legislation, within the meaning of Section 4945(d)(1) of the Internal Revenue Code ("IRC"), as interpreted by its accompanying regulations;
  - b. To influence the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, a voter registration drive within the meaning of IRC Section 4945(d)(2), as interpreted by its accompanying regulations;
  - c. To undertake an activity for any purpose other than a religious, charitable, scientific, literary, educational, or other purpose specified in IRC Section 170(c)(2)(b); or

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<sup>1</sup> A number of organizations provide excellent advice and guidance on eligibility of non-profit advocacy efforts and other issues related to non-profit tax-exempt status. One of these, the Center for Lobbying in the Public Interest ([www.clpi.org](http://www.clpi.org)) has recently gotten important clarification from the IRS on lobbying and related activities; the IRS letter is posted on CLPI's web site.

- d. To induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with IRC Section 501(c)(3).
6. **Representation and Warranty Regarding Tax Status.** By entering into this Agreement, grantee represents and warrants that grantee is exempt from federal income tax under IRC Section 501(c)(3) and that it is not a private foundation as defined in IRC Section 509(a). Such representation and warranty shall continue through the completion date of this grant.
7. **Notice.** Grantee shall give the Fund immediate written notice of any change in Grantee's tax-exempt or public charity status. Grantee shall also give the Fund immediate written notice of any change in Grantee's executive staff, key staff responsible for achieving the grant purposes, or members of its governing body.
8. **Publications; License.** Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements or procedures as the Fund may establish from time to time. Grantee gives to the Fund an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.
9. **No Agency.** Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which any such product may be disseminated. The grant award letter shall not create any agency relationship, partnership, or joint venture between the parties, and grantee shall make no such representation to anyone.
10. **Further Assurances.** Grantee acknowledges that it understands its obligations imposed by this grant award letter, including but not limited to those obligations imposed by reference to the IRC. Grantee agrees that if grantee has any doubts about its obligations under this contract, including those incorporated by reference to the IRC, grantee will promptly contact the Fund or legal counsel.
11. **No Pledge.** Neither this contract nor any other statement, oral or written, nor the making of any combination or grant to Grantee, shall be interpreted to create any pledge or any commitment by Fund or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other project. The Grant contemplated by this agreement shall be a separate and independent transaction from any other transaction between the Fund and Grantee or any other entity.
12. **Indemnification.** Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Fund, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the Grant, in expending or applying the grant funds or in carrying out any project or program to be supported by the Grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of the Fund, its officers, directors, employees or agents.

13. **Remedies.** If the Fund determines, in its sole discretion, that grantee has substantially violated or failed to carry out any provision of this contract, including but not limited to failure to submit reports when due, the Fund may, in addition to any other legal remedies it may have, refuse to make any further grant payments to grantee under this or any other grant agreement, and the Fund may demand the return of all or part of the unexpended grant funds, which grantee shall immediately repay to the Fund. The Fund may also avail itself of any other remedies available by law.
14. **Entire Agreement.** The award letter and accompanying documents supersede any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This agreement may not be amended or modified, except in writing signed by both parties.
15. **Governing Law.** This Agreement shall be governed by the laws of the State of California applicable to contracts to be performed entirely within the State.



6/11/2020

Jody London  
President, Board of Education



6/11/2020

Kyla Johnson-Trammell  
Secretary, Board of Education



## Certificate Of Completion

Envelope Id: 02EB3C22B5D44B7DB2A9E75FFD5155E4	Status: Completed
Subject: Walter & Elise Haas Fund - Grant #20201335 Oakland Unified School District	
Source Envelope:	
Document Pages: 4	Signatures: 2
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Marcel Marania
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1 Lombard Street Suite 305
	San Francisco, CA 94111
	grantsmanager@haassr.org
	IP Address: 73.158.226.26


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5/8/2020 8:54:10 AM	grantsmanager@haassr.org	

## Signer Events

Pui Ling Tam  
 puiling@haassr.org  
 Program Officer  
 Security Level: Email, Account Authentication (None)

## Signature



Signature Adoption: Pre-selected Style  
 Using IP Address: 148.64.98.238

## Timestamp

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 Signed: 5/8/2020 9:29:40 AM

### Electronic Record and Signature Disclosure:

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Jamie Allison  
 jamie@haassr.org  
 Executive Director  
 Walter & Elise Haas Fund  
 Security Level: Email, Account Authentication (None)



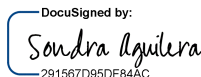
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Sondra Aguilera  
 sondra.aguilera@ousd.org  
 Security Level: Email, Account Authentication (None)



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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rebecca Lacoque rebecca.lacoque@ousd.org Linked Learning Director Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 4/15/2020 9:31:11 PM ID: 81b2b1c2-6e9c-4dc8-a0b6-dc4c42024f56	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 5/8/2020 9:29:42 AM Viewed: 5/8/2020 4:32:20 PM
Barbara McClung barbara.mcclung@ousd.org Behavioral Health Director Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 5/8/2020 9:29:42 AM
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Marcel T. Marania grantsmanager@haassr.org Grants Manager Walter and Elise Haas Fund Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 5/8/2020 11:59:59 AM Resent: 5/8/2020 12:00:01 PM Viewed: 5/8/2020 5:02:12 PM
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Notary Events	Signature	Timestamp
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Signing Complete	Security Checked	5/8/2020 11:59:59 AM
Completed	Security Checked	5/8/2020 11:59:59 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **CONSUMER DISCLOSURE**

From time to time, Walter and Elise Haas Fund (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact Walter and Elise Haas Fund:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [admin@haassr.org](mailto:admin@haassr.org)

**To advise Walter and Elise Haas Fund of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [admin@haassr.org](mailto:admin@haassr.org) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Walter and Elise Haas Fund**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [admin@haassr.org](mailto:admin@haassr.org) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Walter and Elise Haas Fund**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [admin@haassr.org](mailto:admin@haassr.org) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Walter and Elise Haas Fund as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Walter and Elise Haas Fund during the course of my relationship with you.