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| File ID Number | 21-3117 |
| Introduction Date | 1/12/22 |
| Enactment Number | |
| Enactment Date | |
| By | |



OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

January 12, 2022

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Veronica Garcia, Principal, Oakland International High School
Carmelita Reyes, Director, Continuous Education, Oakland International High School Learning Lab

Subject: Grant Agreement - Silver Giving Foundation - Oakland International High School

ACTION REQUESTED:

Approval by the Board of Education of a Grant Agreement from Silver Giving 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 November 1, 2021 through October 31, 2022, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant Agreement for OUSD schools for the 2021-2022 and 2022-2023 fiscal year was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

| File ID # | Backup Document Included | Type | Recipient | Grant's Purpose | Time Period | Funding Source | Grant Amount |
|-----------|--------------------------|-------|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------|-------------------------------------------|--------------------------|--------------|
| 21-3117 | Yes | Grant | Oakland Unified School District's Oakland International High School | To support the Learning Lab and Teacher Pathways program at Oakland International High School. | November 1, 2021 through October 31, 2022 | Silver Giving 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:

Approval by the Board of Education of a Grant Agreement for Oakland International High School for fiscal years 2021-2023, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

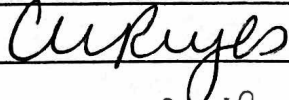
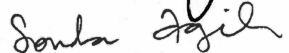
Grant Face Sheet
Grant Award Letter
Grant Agreement

OUSD Grants Management Face Sheet

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| Title of Grant: OIHS Learning Lab | Funding Cycle Dates: Nov 2021 - Oct 2022 |
| Grant's Fiscal Agent: (contact's name, address, phone number, email address) Julie Kid, Executive Director julie@silvergiving.org 1 Lombard St Suite 305 San Francisco, Ca 94111 | Grant Amount for Full Funding Cycle: \$150,000 |
| Funding Agency: Silver Giving 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 pre-service and active teachers for 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.) | N/A |
| 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, Dir of Continuous Education OIHS Learning Lab Carmelita.Reyes@ousd.org Cell#510-435-3271 |

Applicant Obtained Approval Signatures:

| Entity | Name/s | Signature/s | Date |
|------------------------------------------------------------------------------------------------------|-----------------|---------------------------------------------------------------------------------------|-------------|
| Dir of Continuous Education Learning Lab | Carmelita Reyes |  | 11/9/21 |
| Department Head (e.g. for school day programs or for extended day and student support activities) | |  | 12/3/2021 |

Grant Office Obtained Approval Signatures:

| Entity | Name/s | Signature/s | Date |
|----------------|----------------------|-------------|------|
| Fiscal Officer | Lisa Grant Dawson | | |
| Superintendent | Kyla Johnson-Trammel | | |



November 5, 2021

Carmelita Reyes
Oakland Unified School District
4521 Webster St
Oakland, California 94609
United States

Dear Carmelita,

I am delighted to inform you that the Board of Directors of the Silver Giving Foundation has approved your grant request. We are pleased to award Oakland Unified School District with a 12 month grant in the amount of \$150,000 for support for the Learning Lab and Teacher Pathways program.

Please sign the Grant Agreement and review ACH information below. By signing, you are accepting the terms of the agreement. As soon as you have signed the agreement, we will be able to 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 Sarah Grady (sarah@silvergiving.org).

We look forward to partnering with you and wish you the utmost success in the coming year.

In partnership,

A handwritten signature in black ink, appearing to be "Julie Kidd", written over a faint, illegible background.

Julie Kidd
Executive Director

NB. Please note that the Board of Directors of the Silver Giving Foundation requests that the Foundation be known as the **Silver Giving Foundation**. However, for IRS and FTB reporting purposes, the entity from which you are receiving funds is titled the **Silver Lining Foundation**. On all reporting and publications, please use the title **Silver Giving Foundation**.

GRANT AGREEMENT

This Grant Agreement contains the terms and conditions for Grant # 2021-301 (the “Grant”) in the amount of \$150,000 (the “Grant Amount”) from the Silver Giving Foundation (the “Foundation”) to Oakland Unified School District (the “Grantee”), effective November 1, 2021. By signing the Grant Agreement and accepting grant funds, the authorized signatory of the Grantee makes the representations and agrees to the obligations and conditions set forth below.

PURPOSE OF GRANT: The purpose of the Grant is for support for the Learning Lab and Teacher Pathways program. The Grant Start Date is 11/01/2021 and the Grant End Date is 10/31/2022.

1. **USE OF FUNDS:** The Grant must be used only for the purpose(s) stated in the award letter and as set forth in the proposal submitted to the Foundation and as described in any further correspondence related to material changes in proposal outcomes and activities, all of which are incorporated by reference (collectively, the “Project”).
2. **NOTICE:** The Grantee will promptly notify the Foundation, in writing, of:
 - A. Any changes in the Grantee’s tax exempt status or non-private foundation classification;
 - B. Significant changes in the Grant purpose and/or use of Grant funds;
 - C. If grant funds cannot be expended by the Grant End Date;
 - D. Any potential or threatened litigation, claim, assessment, or audit involving the Grantee related to the Grant; and/or
 - E. Any potential or actual changes in leadership, staff or, if applicable, subgrantees or contractors whom the Grantee has selected to accomplish the purpose of the Grant.

If the Foundation does not agree to modify the Grant, any unexpended funds must be returned to the Foundation together with the interest earned.

3. **PAYMENT AND REPORTING SCHEDULE:** We may ask you to submit complete progress reports on the Grant/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. The Grant is scheduled to be paid as follows: \$150,000 following approval by the OUSD Board.
4. **PUBLIC RELATIONS:** The Foundation does not expect you to incur advertising or public relations expenses in announcing the receipt of the Grant. However, we ask you to submit any press release mentioning the Foundation for approval before distribution.
5. **IMPERMISSIBLE 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.
6. **NO EARMARKING; GRANTEE DISCRETION; AND CONTROL OVER SELECTION OF SUBGRANTEE OR CONTRACTOR:** The Grantee confirms that it retains full discretion and control over the process of and shall act completely independently of the Foundation with respect to selecting any persons or 1 organizations (secondary grantees, employees, or independent contractors) to carry out the purposes of the Grant. The Foundation has not earmarked grant funds to any particular subgrantee or contractor, and the Grantee confirms that there is no agreement either written or oral, that the Foundation can cause the selection of particular persons or organizations or direct the use of grant funds for particular expenditures. The Grantee shall

Grant Agreement for Oakland Unified School District

require that any subgrantee or subcontractor be subject to the Public Relations requirement of this Agreement. All obligations of Grantee under Paragraph 5 shall remain in full force and effect.

- 7. **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 Grant set forth in Paragraph 1.
- 8. **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 the final Grant report and made available to the Grantor at reasonable times.
- 9. **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.
- 10. **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.
- 11. **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.

GRANTOR: THE SILVER GIVING FOUNDATION



By: _____ **Effective Date:** November 1, 2021 Julie Kidd, Executive Director

GRANTEE: READ AND AGREED TO BY: OAKLAND UNIFIED SCHOOL DISTRICT:



Date: 11/8/2021 **Printed Name:** David Hansen, **Title:** Learning Lab Director

Approved as to Form By OUSD Staff Lynn Wu, 11/30/2021



By: _____, **Date:** _____, **Kyla Johnson-Trammell, Superintendent**

By: _____, **Date:** _____, **Shanthi Gonzales, Board President**

ACH/Direct Deposit Authorization Form
2021-301 Oakland International High School

CONTACT INFORMATION

Organization Name: **Oakland Unified School District**

FINANCIAL INSTITUTION INFORMATION

Bank Name: Union Bank of California

Bank Routing Number: XXXXX0496

Crediting Account Name: Alameda County Main Bank Account: Oakland Unified School

District Crediting Account Number: XXXXXX0325

Type of Account (Checking/Savings): Checking

Special Instructions: for site 353

Please Note: By filling out this form you are authorizing automatic deposit from the Silver Giving Foundation. It is the responsibility of the organization/individual filling out this form to notify the Foundation if there is a change to the banking information provided above.