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Introduction Date	6/2/21
Enactment Number	21-0937
Enactment Date	6/2/2021 er
By	



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

June 2, 2021

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer  
Rebecca Lacocque, Director, High School Linked Learning Office

Subject: Grant Agreement - Walter & Elise Haas Fund - Exploring College, Career, and Community Options (ECCCO) - High School Linked Learning Office

**ACTION REQUESTED:**

Approval by the Board of Education of a Grant Agreement (WEHF-20210413) between District and Walter & Elise Haas Fund, with the District accepting \$150,000.00, to expand the staffing for Exploring College, Career, and Community Options (Summer Internship Program) and support private industry connections for Oakland youth in career pathways, via the High School Linked Learning Office, for the period of April 14, 2021 through April 13, 2022, pursuant to the terms and conditions thereof, if any.

**BACKGROUND:**

Grant Agreement for OUSD schools for the 2021-2022 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
21-1240	Yes	Grant	Oakland Unified School District, High School Linked Learning Office	To provide training and supports to up to pay 180 Oakland youth enrolled in career pathways for internships to mitigate the economic and learning loss due to Covid-19.	April 14, 2021 through April 13, 2022	Walter & Elise Haas Fund	\$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 high schools via the High School Linked Learning Office for fiscal year 2021-2022, pursuant to the terms and conditions thereof, if any.

**ATTACHMENTS:**

Grant Face Sheet  
Grant Agreement

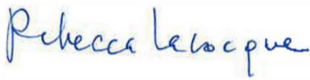
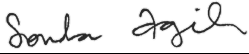
## OUSD Grants Management Face Sheet

<b>Title of Grant:</b> Walter and Elise Haas Fund Exploring College, Career & Community Options, WEHF-20210413	<b>Funding Cycle Dates:</b> April 14, 2021 to April 13, 2022
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address) Pui Ling Tam One Lombard Street, Suite 305 San Francisco, CA 94111 (415) 398-4474	<b>Grant Amount for Full Funding Cycle:</b>  \$150,000.00
<b>Funding Agency:</b> Walter and Elise Haas Fund	<b>Grant Focus:</b> To expand the staffing for Exploring College, Career, and Community Options (Summer Internship Program) and support private industry connections for Oakland youth in career pathways.
<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 expand staffing for Exploring College, Career and Community Options and support private industry connections for Oakland youth in career 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		5/5/2021
Chief Academic Officer	Sondra Aguilera		5/6/2021

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Fiscal Officer	N/A		
Superintendent	Kyla Johnson-Trammell		

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## WALTER &amp; ELISE HAAS FUND

May 5, 2021

Kyla Johnson-Trammell  
Superintendent  
Oakland Unified School District  
1000 Broadway, Suite 680  
Oakland, California 94607

Shanthi Gonzales  
President, Board of Education  
Oakland Unified School District  
1000 Broadway, Suite 680  
Oakland, California 94607

**THIS DOCUMENT REPLACES THE AWARD LETTER AND GRANT TERMS AND CONDITIONS DATED  
04/15/2021**

RE: Agreement for Grant WEHF-20210413

Dear Superintendent Johnson-Trammell and Ms. Gonzales:


I am pleased to inform you that the Walter and Elise Haas Fund has approved a one-year, \$150,000 project support grant to Oakland Unified School District to expand the staffing for Exploring College, Career, and Community Options, and support private industry connections, for Oakland youth in their career pathways. The grant is payable as follows: \$150,000 outright in 2021. The grant period is 04/14/2021 to 04/13/2022. A report is due 04/27/2022.

This letter and its appendices constitute a legally binding agreement. It will be effective upon our receipt of this letter and the *Agreement to Grant Objectives* (Appendix A), both signed by an authorized representative of your organization. Please read Appendix B, *Grant Terms and Conditions*, very carefully, including reporting requirements. We will arrange for payment of \$150,000 upon receipt. Please keep a copy of this letter and appendices for your files.

Please direct all future reports and correspondence to Pui Ling Tam. 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:  
  
C038705366A447D...  
Jamie Allison  
Executive Director

cc: Rebecca Lacocque  
Joanna Powell  
Edgar Rakestraw  
Robin Sasada  
Pui Ling Tam 

**Trustees**

Charlotte Haas Prime, *President*  
Sarah Eisenhardt • Alejandro Foug • Daniel S. Goldman • Bradley Haas • Jennifer C. Haas

Jamie Allison, *Executive Director*

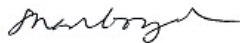
RE: Agreement for Grant WEHF-20210413

Accepted on behalf of Oakland Unified School District:



\_\_\_\_\_  
Kyla Johnson-Trammell  
Superintendent

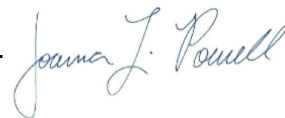
Date: 6/3/2021



\_\_\_\_\_  
Shanthi Gonzales  
President, Board of Education

Date: 6/3/2021

Approved as to form by OUSD Staff Attorney Joanna Powell on 5/7/21.



- Appendix A: Agreement to Grant Objectives
- Appendix B: Grant Terms and Conditions
- Appendix C: Annual Reporting Instructions

RE: Agreement for Grant WEHF-20210413

**APPENDIX A: AGREEMENT TO GRANT PURPOSE AND OBJECTIVES**

**OAKLAND UNIFIED SCHOOL DISTRICT  
04/14/2021 THROUGH 04/13/2022**

This grant is awarded with the understanding that the entire amount will be expended to address the following agreed-upon purpose and objectives. While minor changes in plan are expected, if your organization wishes to modify these fundamental intentions of the project, you must seek prior written approval of the Walter and Elise Haas Fund.

**Purpose:** One year of project support to expand the staffing for Exploring College, Career, and Community Options, and support private industry connections, for Oakland youth in their career pathways

**Grant Objectives:**

1. Seven certificated teachers will receive extended contracts to work in the summer in partnership with local community colleges and directly supporting students.
2. 120 students will develop Student Ed Plans that guide their paths through high school, college, and careers.
3. OUSD will expand its partnerships with private industry in order to increase opportunities for students.

**Accepted and agreed:**

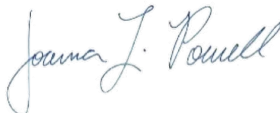
\_\_\_\_\_  
Kyla Johnson-Trammell  
Superintendent

Date: \_\_\_\_\_

\_\_\_\_\_  
Shanthi Gonzales  
President, Board of Education

Date: \_\_\_\_\_

Approved as to form by OUSD Staff Attorney Joanna Powell on 5/7/21.



RE: Agreement for Grant WEHF-20210413

## **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.



RE: Agreement for Grant WEHF-20210413

- 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 170(c)(1) as a government instrumentality, 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.

RE: Agreement for Grant WEHF-20210413

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.

## **APPENDIX C: ANNUAL REPORTING INSTRUCTIONS**

If you have any questions with respect to completing your annual report, please contact your W&EHF Program Officer.

### **Where to Submit the Annual Report**

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Please submit the annual report through the grantee portal at <https://haassr.fluxx.io> . If you have any technical difficulties, contact [grantsmanager@haassr.org](mailto:grantsmanager@haassr.org) .

### **1. Progress on Objectives**

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Please describe your progress towards achieving the process and outcome objectives outlined in your Agreement to Grant Purpose and Objectives. When possible, indicate how you are or have been measuring that progress. Please describe the key elements to your success, and feel free to attach any additional information or materials that reflect your accomplishments. If you have faced any specific obstacles or challenges in your work, please describe those as well.

### **2. Reflective Practice**

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Please describe the lessons you have learned over the course of this past year that you will take into account in your future work. Did you pursue different strategies and/or opportunities this past year than those originally intended? If, so, please describe them and the circumstances that led you to pursue them. Are there unanticipated results that occurred this past year that were not reflected in your Agreement to Grant Purpose and Objectives? If so, please describe.

### **3. Financial Report**

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- A. For project support grants, a copy of the approved grant budget can be found below in the “Report Documents” section. Please download, add actual income and expenses, and then save and upload as "Completed Financial Report." If you used our project budget form, you may “unhide” the Actuals column if it isn’t visible already.
  - a. If any actual expense or revenue line item varies more than 10% from the original proposal, please provide a brief explanation below
- B. For general operating support grants, please provide your most recent operating budget. We will also accept projected operating budgets as well.

### **4. Multi-Year Grants Only**

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Are there objectives that you originally anticipated that you now would like to revisit or refine? If so, please list them and explain how you would like to modify them. Are there new objectives that you would like to add to your list for the coming year? If so, how will you measure progress on these?