

File ID Number	18-2296
Introduction Date	10/10/18
Enactment Number	18-1870
Enactment Date	10/10/18 lf
By	



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

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

October 18, 2018

To: Board of Education
 From: Kyla Johnson-Trammell, Superintendent
 Subject: Grant Agreement Acceptance - Kaiser Permanente - Oakland International High School

ACTION REQUESTED:

Acceptance by the Board of Education of Grant Agreement from Kaiser Permanente, in the amount of \$40,000.00, to support of the Wellness & Intervention Program. This grant provides funds to support the Trauma Prevention and Intervention Program for Immigrant and Refugee Youth at Oakland International High School for fiscal year 2018-19, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant proposals for OUSD schools for the 2018-2019 fiscal year was submitted for funding as indicated in the chart below. The Grant Face Sheet and Grant Award Notification are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
18-2296	Yes	Grant	Oakland Unified School District - Oakland International High School	For the Wellness & Intervention Program. This grant provides funds to support the Trauma Prevention and Intervention Program for Immigrant and Refugee Youth at Oakland International High School.	7/01/2018 thru 6/30/2019	Kaiser Permanente	\$40,000.00

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 grant will be provided to OUSD schools from the funder.

- Grants valued at: \$40,000.00

RECOMMENDATION:

Acceptance by the Board of Education of the Kaiser Permanente Grant Agreement for Oakland International High School for fiscal year 2018-19.

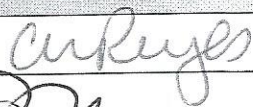
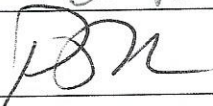
ATTACHMENTS:

Grant Face Sheet
 Grant Letter
 Check, # 14086510

Title of Grant: Kaiser	Funding Cycle Dates: July 2018- June 2019
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Susanna Osorno Crandall 4501 Broadway, 2 nd Floor Oakland Ca 94611	Grant Amount for Full Funding Cycle: \$40,000
Funding Agency: Kaiser Permanente	Grant Focus: Wellness & Intervention
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?	This grant provides funds to support the Trauma Prevention and Intervention Program for Immigrant and Refugee Youth
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.)	Annual report to Kaiser Permanente
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, Principal Carmelita.Reyes@ousd.org Cell#510-435-3271

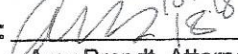
Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	Carmelita Reyes		8/20/18
Department Head (e.g. for school day programs or for extended day and student support activities)	Preston Thoma		10/5/18

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Marcus Battle		
Superintendent	Kyla Johnson-Trammel		

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE

By: 
Army Brandt, Attorney at Law

May 25, 2018

Ms. Lauren Markham
Community School Manager
Oakland International High School / Oakland Unified School District
4521 Webster Street
Oakland, CA 94609

Re: Grant Award Letter for Grant Number 20661085

Dear Ms. Markham:

On behalf of Kaiser Permanente's Northern California Community Benefit Programs, we are pleased to inform you that a grant in the amount of \$40,000.00 has been awarded to Oakland Adult Education ("Grantee"). The purpose of these funds is to support the Trauma Prevention and Interventions for Immigrant & Refugee Youth (the "Grant").

Kaiser Permanente has a 70-year history and our mission includes improving the health of the communities we serve. As a nonprofit integrated healthcare delivery organization, we make investments in our communities. We believe in supporting organizations like yours that make a difference in people's lives.

Grant Period and Reporting


The Grant period (or term of the Grant) is: 7/1/2018 to 7/1/2019 and a final report is due no later than 30 days after the project end date. If a mid-term progress report is required, your grant manager will notify you of the timing. All required reports must be submitted electronically at https://www.grantrequest.com/SID_946/Default.asp?SA=AM

Documents to Sign and Send Back

Please review the enclosed Grant Agreement (pages 1-4) and Communications Guidelines (page 5) which describe the terms and conditions of your grant. In order to receive your payment, please sign and return this award letter and the attached Grant Agreement promptly. Mail both signed documents to:

Marilyn Helton
Kaiser Permanente, Community Benefit Programs
1800 Harrison Street, 25th Floor
Oakland, CA 94612

If you have questions or require additional information, please contact your grant manager, **Susanna Osorno-Crandall** at Susanna.Osorno-Crandall@kp.org



Susanna Osorno-Crandall
Community Benefit Manager

Date

5/25/18

ACCEPTED AND AGREED

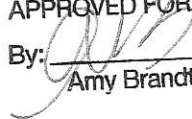


Ms. Carmelita Reyes
Principal

6/14/18
Date


20661085

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE


By:  10.18.18

Amy Brandt, Attorney at Law

OUSD or the District verifies that
the Contractor does not appear
on the Excluded Parties List at
<https://www.sam.gov/>



10/11/18
Aime Eng
President, Board of Education



10/11/18
Kyla R. Johnson-Trammell
Secretary, Board of Education

- Grant Agreement -

In addition to the specific terms of the Grant Award Letter for Grant Number 20661085, Kaiser Foundation Hospital's ("KFH") award of this Grant, managed by the KFH Northern California Community Benefit Programs Division, is contingent upon Grantee's compliance with the following terms and conditions, and Grantee agrees to all these terms and conditions. Together, the Grant Award Letter and these terms and conditions are "the Agreement."

1. Tax-Exempt Status

Grantee is a (i) tax-exempt organization currently recognized by the Internal Revenue Service ("IRS") as a public charity described in section 501(c)(3), (8), (10) or (19) or 501(k) or 509(a)(1), (2), or (3) of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) a local, state or federal government agency. If Grantee is a public charity as described in (i), then Grantee represents and warrants that

- Grantee's tax-exempt status under the Code has not been revoked or modified since the issuance of the IRS determination letter provided to KFH and shall not be revoked or modified during the term of this Grant; and
- there is no issue presently pending before any office of the IRS that could result in any proposed changes to Grantees' tax-exempt status under the Code; and
- Grantee shall immediately notify KFH if Grantee's tax-exempt status is revoked, suspended or modified during the term of this Grant.

2. Expenditure of Funds

This Grant must be used for the project identified in the Grant Award Letter, as described in the Grantee's proposal and related correspondence, and may not be expended for any other purposes without KFH's prior written approval. If the Grant is intended to support a specific project or to provide general support for a specific period, any portion of the Grant unexpended at the completion of the project at the end of the period shall be returned immediately to KFH, unless otherwise agreed by KFH in writing. Grantee may not expend any Grant funds for any purpose that is not charitable or educational, for any political or lobbying activity, or for any purpose other than one specified in Section 170(c)(2)(b) of the Code. Grantee must obtain prior written approval from KFH for changes to budgetary allocations that amount to 10% or more of the total budget of the Grant award or for changes to the Grant period.

Grantee may not use any portion of this grant in connection with the enrollment of individuals in any Qualified Health Plan or non-Qualified Health Plan. If Grantee serves as a Certified Enrollment Entity or Navigator funded by the California Health Benefit Exchange (Covered California), Grantee will fully comply with any applicable state and federal statutes, regulations, and sub-regulatory guidance requiring disclosure of receipt of this funding to Covered California and consumers receiving application assistance from Grantee's personnel.

Kaiser Foundation Hospitals, Northern California Region
- Grant Agreement -

3. No Assignment or Delegation

Grantee may not assign, or otherwise transfer, its rights or delegate any of its obligations under this Grant without prior written approval from KFH.

4. Records and Reports

Grantee is required to keep a record of all receipts and expenditures relating to this Grant and to provide KFH with written reports summarizing the progress made, as detailed on KFH's reporting requirements outline. KFH may also require additional interim reports. Grantee's reports should describe its progress in achieving the purposes of the Grant and include a detailed accounting of the uses or expenditure of all Grant funds. Grantee also agrees to provide any other information reasonably requested by KFH. If Grantee obtains any audited financial statements covering any part of the Grant period, Grantee shall provide a copy to KFH as well. Grantee is required to keep the financial records with respect to this Grant, along with copies of any reports submitted to KFH, for at least four years following the year in which all Grant funds are fully expended.

5. Required Notification

Grantee is required to provide KFH with immediate written notification of: (1) any changes in its tax-exempt status; (2) its inability to expend the Grant for the purposes described in the Grant Award Letter; (3) any expenditure from this Grant made for any purpose other than those for which the Grant was intended; (4) any modification of the budget, Scope of Work or timeline; and (5) any significant changes in Grantee's leadership or staffing.

6. Reasonable Access for Evaluation

Grantee is expected to actively participate in the evaluation of Kaiser Permanente's Community Benefit Program, including KFH's evaluation of Grantee's project within that program. At KFH's request, Grantee will permit KFH and its representatives to conduct site visits and have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and clients or other beneficiaries for the purpose of making financial audits, verifications or program evaluations as KFH deems necessary or appropriate concerning this Grant award.

7. Publicity

Whenever possible, Grantee shall obtain KFH's prior written or oral consent of any proposed publicity concerning this Grant prior to the release of such publicity. When acknowledging this Grant, Grantee will incorporate the following text: *"The project is supported by Kaiser Permanente Northern California Community Benefit Programs."*

KFH may include information regarding this Grant, including the amount and purpose, photographs provided by Grantee, Grantee's logo or trademark, or other

- Grant Agreement -

information or materials about Grantee's organization and activities, in KFH's periodic public reports, newsletters, online channels, and news releases.

8. Right to Modify or Revoke Payments

Payments made under this Grant are contingent upon Grantee's compliance with the terms of this Agreement. KFH reserves the right to discontinue, modify or withhold any payments to be made under this Grant award or to require a total or partial refund of any Grant funds if, in KFH's sole discretion, such action is necessary: (i) because Grantee has not fully complied with the terms and conditions of this Grant, including without limitation, Grantee's loss of tax-exempt status or Grantee's use of Grant funds for purposes other than those designated; (ii) to protect the purpose and objectives of the Grant or any other charitable activities of KFH or the Kaiser Permanente Medical Care Program; or (iii) to comply with the requirement of any law, regulation, or regulatory agency policy applicable to Grantee, KFH or this Grant.

9. Termination

KFH may terminate this Grant for convenience upon 30 days' written notice to Grantee and may terminate this Grant immediately for the reasons specified in Section 8 or for Grantee's engagement in willful misconduct or negligence.

10. Independent Contractors

With respect to administration of this Grant, the parties understand and agree that each is at all times acting and performing as an independent contractor with respect to the other. Except as expressly set forth in this Agreement, neither party, nor any of its employees, shall be construed to be the agent, employee or representative of the other for any purpose, or liable for any acts or omissions of the other.

11. Compliance

Grantee shall (i) maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and its employees and all other persons engaged in work in conjunction with this Grant, and (ii) perform its duties and obligations under this Agreement according to industry standards and in compliance with all applicable laws. As an organization with numerous contracts with the federal government, KFH and its affiliates are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action. This Section constitutes notice that Grantee may be required to comply with the following Federal Acquisition Regulations (each a "FAR") at 48 CFR Part 52, which are incorporated herein by reference: (a) Equal Opportunity (April 2002) at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2006) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222-36, and (d) Utilization of Small Business Concerns (May 2004) at FAR 52.219-8. In addition, Executive Order 13495 concerning the obligations of federal contractors and

Kaiser Foundation Hospitals, Northern California Region

- Grant Agreement -

subcontractors to provide notice to employees about their rights under Federal labor laws, or its successor, shall be incorporated herein by reference.

12. Miscellaneous

This Agreement shall be governed by the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same instrument. Grantee may not assign any right, duty or obligation under this Agreement without prior written approval from KFH. Any change of ownership or control of Grantee shall be deemed an assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective, permitted successors and assigns. This Agreement, including any exhibits and attachments (all of which are incorporated into this Agreement by this reference), is the entire agreement of the parties with respect to the subject matter herein, and supersedes any and all other agreements, promises, negotiations or representations, whether oral or written. This Agreement, including exhibits and attachments, may not be amended except in a writing signed by each party.

ACCEPTED AND AGREED by duly authorized officers of KFH and Grantee:

KFH

Grantee:

Kaiser Foundation Hospitals
East Bay

Oakland Adult Education

By:


Brian Fershtman

By:

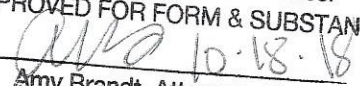

Ms. Carmelita Reyes

Title: Public Affairs Director (Interim)

Title: Principal

Date: Friday, May 25, 2018

Date: 6/14/18.

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By:  10-18-18
Amy Brandt, Attorney at Law

Kaiser Foundation Hospitals, Northern California Region
– Communications Guidelines –

Congratulations on your Kaiser Permanente Northern California Region grant. We appreciate the opportunity to partner with you and to help others learn about your important work. Please review the information below concerning communications and publicity and contact your grant manager if you have any questions.

How to acknowledge your grant. To make it easy to communicate about your grant, we have prepared language describing our partnership. This language can be used for newsletters, websites, or other communications. *Please use this description when acknowledging your Kaiser Permanente grant.* You can also find this text on our grantee website at kp.org/communitybenefit/ncal/forgrantees.

Short credit:

The project is supported by Kaiser Permanente Northern California Community Benefit Programs.

Longer credit:

About the Kaiser Permanente Northern California Community Benefit Grants Program

Kaiser Permanente's community involvement uniquely pairs grant funding with 65 years of clinical expertise, medical research, and volunteerism to support prevention-focused, evidence-based programs that are expanding access to care and creating healthy environments. Kaiser Permanente recently awarded LifeLong Medical Care a \$85,000.00 grant that will help more people in this community get access to the resources they need to lead a healthy life. For more information about Kaiser Permanente's work in the community, visit www.kp.org/communitybenefit/ncal.

Logo. If you would like to use a Kaiser Permanente logo, please contact your grant manager. Tell them your preferred file type (JPEG or EPS) and color (blue or black). As a nonprofit organization, the Kaiser Permanente logo cannot be used on materials that imply endorsement of legislation or a candidate.

Promoting your Kaiser Permanente grant. Your new grant is an excellent time to tell the story of your important work—to your partners, the community, and the media. There are many ways to communicate, including via a press release, newsletter, Web site, social media, and donor communications. If you are interested in doing outreach or promotion, our communications team may be available to help. Please contact your grant manager to discuss this further.

Collecting stories about your work. Personal stories and testimonials are particularly effective ways to illustrate the value of your work—for fundraising, donor and board communications, and grant reports. The reporting requirements for this grant include capturing and relaying at least one story about your work, but we also appreciate your sharing stories with us at any point.

Free online training resources. At www.kp.org/communitybenefit/ncal/forgrantees you will find a "story capture sheet" and storytelling tips. This special website for our grantees has many other useful resources, including trainings and resource lists on storytelling, messaging, social media, and more.

Questions? For further information or questions, please contact your grant manager or send an email inquiry to: Denice.Y.Alexander@kp.org.

Check Date: May/31/2018

Vendor Number: 100063478

0014086510

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Taken	Paid Amount
20661085	May/23/2018	47261508	40,000.00	0.00	40,000.00
TRAUMA PREVENTION AND INTERVENTIONS FOR IMMIGRANT AND REFUGEE YOUTH					

Check Number	Date	Total Gross Amount	Total Discounts	Total Paid Amount
0014086510	May/31/2018	\$40,000.00	\$0.00	\$40,000.00

KP FINANCIAL SVCS OPS
 75 N Fair Oaks Avenue 4th Fl
 Pasadena CA 91103

Copy

CITIBANK, N.A.
 One Penn's Way
 New Castle DE 19720
 62-20/311

0014086510

Date: 2018-05-31

Pay Amount *****40,000.00**

Pay ******FORTY THOUSAND AND XX/100 DOLLAR**

To The Order Of **OAKLAND INTERNATIONAL HIGH SCHOOL**
4521 WEBSTER ST
OAKLAND , CA 94609



Authorized Signature

Authorized Signature

⑈0014086510⑈ ⑆031100209⑆ 38781009⑈