

File ID Number	23-1879
Introduction Date	9/13/23
Enactment Number	23-1581
Enactment Date	9/13/2023
By	er



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

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

September 13, 2023

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Clifford Hong, Network Superintendent, Middle Schools

Subject: Grant Agreement - Oakland Public Education Fund - Salesforce Foundation - OUSD Middle Schools

ACTION REQUESTED:

Approval by the Board of Education of a Grant Agreement from the Oakland Public Education Fund for the Salesforce Foundation, in the amount of \$4,435,221.01, to support educational outcomes across OUSD middle schools, for the period of June 2, 2023 through June 30, 2024, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant years, if any.

BACKGROUND:

Grant Agreement for OUSD schools for the 2023-2024 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
23-1879	Yes	Grant	Oakland Unified School District Middle Schools	To support educational outcomes at across OUSD middle schools.	6/2/2023-6/30/2024	Salesforce Foundation via the Oakland Public Education Fund	\$4,435,221.01

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: \$4,435,221.01

RECOMMENDATION:

Approval by the Board of Education of a Grant Agreement for OUSD Middle Schools for fiscal year 2023-2024, pursuant to the terms and conditions thereof, for the grant year, if any.

ATTACHMENTS:

Grant Face Sheet

Grant Agreement

Copy of Check #43218


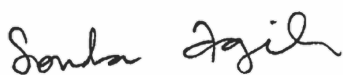
OUSD Grants Management Face Sheet

Title of Grant: Salesforce through Middle School Network	Funding Cycle Dates: 06-02-2023 to 06-30-2024
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Oakland Education Fund PO Box 71005 Oakland, CA 94612 Bridget@ouklandedfund.org	Grant Amount for Full Funding \$4,435,221.01
Funding Agency: Salesforce	Grant Focus: Middle School Principal Innovation Fund, ELMA, CS in Middle Schools
List all School(s) or Department(s) to be Served: All Middle Schools	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Support Middle Schools, Support ELL Students, Support CS in Middle Schools

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 4.22% 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.)	We will track mastery on the Math SBAC
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 4.22% 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.)	Name/Title: Clifford.Hong@ousd.org Middle School Network Superintendent Site: 965 Address: Phone: 510-590-7664 Email: clifford.hong@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Cliff Hong	 <small>Cliff Hong [Signature] (2023 11:34 PDT)</small>	May 12, 2023
Chief Academic Officer	Sondra Aguilera		5/26/2023

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Senior Business Officer	Lisa Grant-Dawson		
Superintendent	Kyla Johnson-Trammell		



SECTION 1: PROJECT FUNDING OVERVIEW

Name of Project	Oakland Unified School District
Date Approved	July 18, 2023
Funding Source	Salesforce Foundation
Amount of Grant	\$4,435,221.01
Grant Period	Grant Start: June 2, 2023 Grant End: June 30, 2024
Grant Writer	Name: Bridget Daly
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

To support Oakland Unified School District in the transformation of the middle school experience.

STEPS YOU WILL TAKE TO ACHIEVE YOUR RESULTS

See grant agreement.

WHAT WILL CHANGE AS A RESULT OF YOUR PROJECT

See grant agreement.

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 picked up at the OPEF office.

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.



Your disbursement check will be available according to the following Ed Fund disbursement schedule: Disbursements approved before Monday at 12pm will be available for pick up by 3pm on Friday. Checks approved after 12pm on Monday will be available by 3pm on Friday of the following week.

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 July 18, 2023, 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 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

Oakland Ed Fund Authorized Signature

Signature: 

Signature: 

Title: Chief of Staff

Title: CFO

Date: 7/18/2023

Date: 7/24/2023



Mike Hutchinson, President, Board of Education 9/14/2023 Kyla



Johnson Trammell, Secretary, Board of Education 9/14/2023



May 24, 2023

Superintendent Kyla Johnson-Trammell
Oakland Unified School District
1000 Broadway, Suite 300
Oakland, CA 94607

Dear Superintendent Johnson-Trammell,

The Oakland Public Education Fund (“the Ed Fund”) has completed a grant agreement with the Salesforce Foundation to support educational outcomes at the Oakland Unified School District (“OUSD”). Upon receipt, the following funds will be granted from the Ed Fund to OUSD for the 2023-24 school year according to the disbursement schedule outlined below.

Program Area	Primary Contact	Site Code	Resource/Program	Amount
Newcomer Support	Stephanie Noriega	954	9283/1260	\$866,000.00
Computer Science	Sam Berg	912	9283/3925	\$900,000.00
Mathematics (CCTLs)	Courtney Ortega	909	9283/3930	\$345,600.00
Educator Recruitment & Retention	Mark Davenport	944	9283/1235	\$352,000.00
Mental Health	Andrea Bustamante	922	9283/1340	\$50,000.00
Middle School Marketing	Nelda Kerr	965	9283/1110	\$100,000.00
	April			
Bret Harte Middle	Harris-Jackson		9283/3915	\$118,847.20
Claremont Middle	Tremaine Moore		9283/3915	\$85,015.58
Edna Brewer Middle	Caroline Asis		9283/3915	\$129,646.03
Elmhurst United Middle	Viet-Ly Gonzalez		9283/3915	\$188,788.00
Frick United SOL	Amapola Obrera		9283/3915	\$119,089.14
Greenleaf Elementary	Annika Rudback		9283/3915	\$100,000.00
Hillcrest Elementary	Maria McCormick		9283/3915	\$100,000.00
Life Academy	Alykhan Boolani		9283/3915	\$100,000.00
Madison Park	Tanisha Garrett		9283/3915	\$74,276.78
Melrose Leadership Academy	Lisa Contreras		9283/3915	\$100,000.00
Montera Middle	Latoya Williams		9283/3915	\$123,529.00
Roosevelt Middle	Joao Solomon		9283/3915	\$158,605.00
United For Success Academy	Sarah Allen		9283/3915	\$114,330.28
Urban Promise Academy	Tierre Mesa		9283/3915	\$92,710.00
West Oakland Middle	Neha Ummat		9283/3915	\$100,000.00
Westlake Middle	Maya Taylor		9283/3915	\$116,784.00
Total				\$4,435,221.01



OAKLAND
PUBLIC EDUCATION FUND

If you need additional documentation or have any questions related to these funds, please do not hesitate to contact me via email at ali@oaklandedfund.org.

Warmly,

A handwritten signature in black ink, appearing to read 'Ali Medina', with a long horizontal flourish extending to the right.

Ali Medina
Executive Director
Oakland Public Education Fund



April 24, 2023

Ali Medina
Oakland Public Education Fund
PO Box 71005, Oakland, CA 94612, USA

Re: Salesforce Foundation Grant for Oakland Public Education Fund

Dear Ms. Medina:

I am pleased to inform you that the Salesforce Foundation would like to make a grant to Oakland Public Education Fund in the amount of \$5,500,000. To that end, enclosed is a copy of the Grant Agreement for your review and signature. Once we receive a signed copy of the Grant Agreement and the required supplier form information, the Salesforce Foundation will shortly thereafter process the grant payment.

If you have questions regarding this grant, please feel free to contact me at the information listed below.

Sincerely,

Rebecca Ferguson
Chief Executive Officer
Salesforce Foundation
rebecca.ferguson@salesforce.com
(415) 265-3923



GRANT AGREEMENT

The Salesforce Foundation, a 501(c)(3) non-profit organization with its principal place of business at 50 Fremont Street, Suite 300, San Francisco, California 94105 (the "**Foundation**"), intends to make a grant to Oakland Public Education Fund with its principal address at PO Box 71005, Oakland, CA 94612, USA ("**Grantee**") in the amount of Five Million and Five Hundred Thousand US Dollars (\$5,500,000) in accordance with the terms of this grant agreement (the "**Grant Agreement**") as of the date of last signature below (the "**Effective Date**"). By signing this Grant Agreement and accepting grant funds, Grantee agrees to the terms and conditions set forth below.

1. Organizational Tax Status. Grantee represents that it is either (i) tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**IRC**") or (ii) a charity that is the equivalent of a U.S. public charity; or (iii) a charity that has not demonstrated that it is the equivalent of a U.S. public charity, but that is recognized in its own country as a charitable organization, and that it is not a private foundation as defined by Section 509(a) of the IRC. Grantee will promptly advise Foundation if there is a change with respect to its tax-exempt status or non-private foundation classification.

2. Use of Funds. This grant is made solely for the purposes of supporting the Oakland Unified School District in the areas of computer science, mathematics, whole child supports, educator professional development, and innovation across middle schools, as described in Grantee's proposal, a copy of which is attached hereto as Attachment 2 (the "**Proposal and Budget**"). Grantee may not use the funds for any other purpose, including to cover the costs of any Salesforce, Inc. services or products, including any affiliates or subsidiaries of Salesforce, Inc., without prior written permission from Foundation. Grantee shall inform Foundation if there are significant changes in personnel key to accomplishing the purposes of the grant or if the grant funds cannot be expended in the time period set forth in the grant proposal.

It is the intent of the Foundation that this grant comply with all applicable laws, regulations and ethics rules regarding gifts, grants, and donations, including those made to or on behalf of any national, federal, state, provincial, or local branches of government, government agencies, or non-profit organizations closely associated, directly or indirectly, with government. The Foundation grant is intended for the use and benefit in furtherance of Grantee's goals and objectives, which may include supporting a government branch or agency, but not the personal use or benefit of any government official, a government employee, or employee of a government-owned or controlled entity.

Foundation makes this grant without seeking promises or favoritism on behalf of Foundation, Salesforce, Inc. or its Affiliates in any bidding arrangements. Further, no exclusivity will be expected by either party, Salesforce, Inc., its Affiliates, nor any government branch or agency in



consideration for the grant. Finally, Foundation makes the grant with the understanding that neither the Foundation, Salesforce, Inc., nor its Affiliates will be prohibited from any procurement opportunities or be subject to any reporting requirements as a result of this grant. For purposes of this section, “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control of Salesforce, Inc.. “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

3. Grant Period. The grant period shall begin on July 1st, 2023 and end on June 30th, 2024. Grantee must use all grant funds within the Grant Period. Grantee may submit a written request to Foundation to extend the Grant Period, however, approval or denial of such request is subject to Foundation’s sole discretion.

4. Representations Materially Correct. Grantee confirms that all representations made to Foundation in connection with this grant are and were true and correct as of the date made. Further, Grantee confirms that any documents that it provided Foundation in connection with this grant do not contain any untrue statement of a material fact, or omit to state a material fact.

5. Payment. Foundation intends to disburse the grant funds as follows:

Anticipated Payment Date	Payment Amount (USD)	Milestones
July 1st, 2023	\$5,500,000	Receipt of signed Grant Agreement

The Foundation reserves the right to discontinue funding and may demand the return of all or any unexpended grant funds if at any time Grantee misuses funds or fails to comply with the terms of this Grant Agreement, including but not limited to, failure to submit timely or adequate written reports as required. Any portion of the grant funds paid to Grantee, as well as any interest earned by Grantee on the grant that remains unexpended upon completion of the project shall revert to Foundation and Grantee agrees to promptly return all such funds to Foundation, along with a final, detailed accounting of all grant expenditure.

6. Reporting. To enable Foundation to evaluate the effectiveness of this grant, Grantee shall submit periodic progress reports as well as a final report according to the following schedule and in accordance with this Grant Agreement and the attached Reporting Guidelines.

Report Description	Report Due Date
Interim Report	December 1st, 2023



Final Report	July 31st, 2024
--------------	-----------------

If Grantee anticipates any potential issue regarding report timeliness, Grantee will promptly notify Foundation and provide an explanation of, the reasons for the potential delay.

7. No Pledge. Neither this Grant Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by Foundation 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 Grant Agreement is a separate and independent transaction from any other transaction between Foundation or its affiliates, on the one hand, and Grantee or its affiliates, on the other hand.

8. Notice. Grantee shall give the Foundation immediate written notice of any change in (a) Grantee's legal or tax status, (b) Grantee's executive staff or key staff responsible for achieving the grant purposes, or (c) Grantee's governing body.

9. 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 Foundation may establish from time to time. Grantee grants to the Foundation an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.

10. Sub-Grantees. Grantee confirms that it retains full discretion and control over the process of selecting any persons or organizations (secondary grantees, employees, or independent contractors) to carry out the purposes of this grant. Grantee further confirms that there is no agreement, either written or oral, that Foundation can cause the selection of particular persons or organizations or direct the use of grant funds for any particular expenditures. Grantee shall require that any sub-grantee be subject to requirements substantially similar to those set forth in paragraphs 1 (Organizational Tax Status), 2 (Use of Funds), 4 (Representations Materially Correct), 6 (Reporting), 10 (Sub-grantees), and 13 (Publicity and Public Reports) of this Grant Agreement.

11. Prohibited Uses. Grantee shall not use any portion of the grant funds:

- A.** To attempt to influence legislation, within the meaning of Section 4945(d)(1) of the 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 make any grants to individuals that do not comply with Section 4945(d)(3) of the IRC (that is, Grantee may not make any grant to an individual for travel, study, or other similar purposes, unless such grant has been awarded on an objective and nondiscriminatory basis pursuant to a procedure approved in advance by the Internal Revenue Service);
- D. To make any grants to organizations that do not comply with Section 4945(d)(4) of the IRC (that is, Grantee may not make any grant to an organization unless such organization is a public charity, or Grantee exercises expenditure responsibility in accordance with Section 4945(d)(4)(B) and 4945(h));
- E. 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
- F. 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).

12. Records. For a period of at least seven (7) years after Grantee has expended the grant funds, Grantee shall keep adequate records to substantiate expenditures from grant funds. Grantee shall make its books and records pertaining to the grant funds available to Foundation at reasonable times for review and audit, and shall comply with all reasonable requests of Foundation for information and interviews regarding use of grant funds.

13. Publicity and Public Reports. Grantee agrees to publicly acknowledge Foundation to the extent practicable as the funder of the project whenever Grantee speaks publicly about the project. Grantee also agrees to use reasonable efforts to be available upon request from Foundation to participate in user conferences, case studies, etc. in connection with the project. Foundation may include information on this grant in its periodic public reports and may also refer to this grant in press releases or other public materials. Except in its annual reports or tax returns and in simple statements indicating that Foundation has provided Grantee with the funding, Grantee may not make any announcements or publications about the grant without Foundation's prior written permission. Grantee will not use Foundation's name or logo in connection with the grant without the Foundation's prior written consent. Grantee may obtain such consent from Foundation by following such requirements or procedures as Foundation may establish from time to time.

14. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Foundation, 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, or in expending or applying the grant funds, except to the extent that such



claims, liabilities, losses, or expenses arise from or in connection with any act or omission of Foundation, its officers, directors, employees, or agents.

15. 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 such products may be disseminated. This Grant Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.

16. Compliance with Terrorism Laws. Grantee agrees to comply with all applicable laws, rules, regulations and orders of the United States and any other state or country with jurisdiction over Grantee or Grantee's activities, including, without limitation, all laws, rules, regulations and orders relating to terrorist activities. Without limiting the foregoing, in compliance with the provisions of the U.S. Patriot Act and U.S. Executive Order 13224, Grantee represents that it does not and will not promote or support terrorist activities, and that it does not have any relationships or transactions with any individuals, entities or groups subject to sanctions imposed by the U.S. Treasury Department's Office of Foreign Assets Control or any other persons known to Grantee to promote or support terrorism.

17. Grantee Payee Information. Grantee agrees to provide its address, banking information and other pertinent information to process grant payments.

18. Miscellaneous. This grant is made exclusively to Grantee and may not be transferred or assigned to another organization or person. Any dispute arising out of this Grant Agreement shall be finally settled in accordance with the rules and regulations promulgated by the American Arbitration Association ("AAA") by one or more AAA certified arbitrator. Any proceeding must be instituted in San Francisco, California and Grantee hereby consents irrevocably to the exclusive jurisdiction of California. The proceedings and any resulting rulings shall be deemed confidential information and shall not be disclosed by party, their representatives, or their arbitrators, except as may be necessary to enforce the arbitration award by a court, or otherwise required by law. Each party shall pay its own costs incurred pursuant to the arbitration. The failure of Foundation to exercise any of its rights under this Grant Agreement shall not be deemed to be a waiver of such rights. This Grant Agreement constitutes the entire understanding between Grantee and Foundation and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Grant Agreement shall be effective unless in writing and signed by the party against whom it is to be asserted.



The parties' authorized signatories have duly executed this Grant Agreement as of the Effective Date.

SALESFORCE FOUNDATION

By: DocuSigned by:
Becky Ferguson
75D518B547314E7...

Print Name: Rebecca Ferguson

Title: Chief Executive Officer

Date: 4/27/2023 | 2:59:36 PM PDT

GRANTEE

By: DocuSigned by:
Ali Medina
55583C14361B405...

Print Name: Ali Medina

Title: Executive Director

Date: 4/27/2023 | 3:10:35 PM PDT



Attachment 1 – REPORTING GUIDELINES

Format: Please submit dated reports, and limit your narrative submission to 3-6 pages. Note that the Measurement & Evaluation table and financial report do not count toward the page limit.

- A. Executive Summary (.5 pages or less):** Please provide a brief summary of progress toward accomplishing the purpose of the Grant.

- B. Progress Summary (2-4 pages):**
 - a. Timeline:** Describe how the program/project is progressing against the stated timeline. Have there been any significant delays or accelerations? In either case, how does this affect the potential impact of the program/project?

 - b. Goals & Objectives:** Describe progress against the goals & objectives as stated in the Proposal. Note: The Measurement & Evaluation Table (instructions below) will house progress against each individual metric, so please use this section to highlight successes, provide broader context, and address any significant variances from your timeline or goals & objectives.

- C. Challenges (1 page or less):** Share with us any challenges your organization has faced in achieving the goals & objectives stated in the Proposal, including detail around how these challenges will be addressed.

- D. Lessons Learned (.5 page or less):** For the Final Report only, please share your lessons learned and advice you might give to another organization undertaking a similar project.

Financial Measurement & Evaluation

- E. Financial Report:** Input interim or final actuals on the budget tab in the Budget and M&E Table.

- F. Measurement & Evaluation Table:** Provide progress to date on the goals & objectives outlined in the M&E Table included with this Grant Agreement.

Additional Requested Information: Salesforce Foundation loves to celebrate and share our grantees' stories, and we encourage you to submit print-ready photographs or success stories from this grant period for internal and external use.

THE OAKLAND PUBLIC EDUCATION FUND

520 3RD ST STE 109
OAKLAND, CA 94607

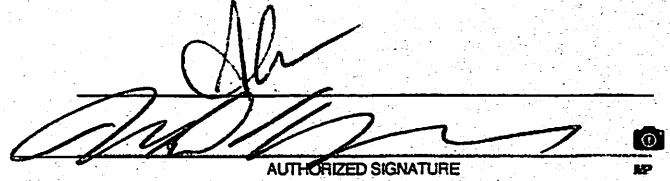
07/27/2023

PAY TO THE ORDER OF Oakland Unified School District

\$ ****4,435,221.01****

Four Million Four Hundred Thirty Five Thousand Two Hundred Twenty One Dollars and 01 Cents **DOLLARS**

Oakland Unified School District
1011 Union Street, Site 941
Oakland, CA 94607
United States


AUTHORIZED SIGNATURE

MEMO



THE OAKLAND PUBLIC EDUCATION FUND

43218

V-0434--Oakland Unified School District
Print As: Oakland Unified School District

1011 Union Street, Site 941
Oakland, CA 94607

First Republic Bank
Checking - 
Date: 07/27/2023

Date	Bill #	Reference Number	Fund	Amount Entered	Amount Paid
Acct	Memo	Department ID			
07/24/2023	CS07242023		Oakland ...District	\$4,435,221.01	\$4,435,221.01
7020--Grants to other or Net Amount	Regrant from OPEF to ...sforce grant agreemen				