

File ID Number	20-2110
Introduction Date	11/12/20
Enactment Number	20-1664
Enactment Date	11/12/2020
By	er



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

November 12, 2020

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 - Mental Health Rapid Response (COVID-19) - High School Linked Learning Office

ACTION REQUESTED:

Approval by the Board of Education of a Grant Agreement (WEHF-20201574) between District and Walter & Elise Haas Fund, with the District accepting \$100,000.00, 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, via the High School Linked Learning Office, for the period of October 7, 2020 through October 6, 2021, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant Agreement for OUSD schools for the 2020-2021 fiscal year was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
20-2110	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.	October 7, 2020 through October 6, 2021	Walter & Elise Haas Fund	\$100,000.00

DISCUSSION:

The District created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student achievement
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and a completed grant application for the program listed in the chart by the school.

FISCAL IMPACT:

The total amount of grants will be provided to OUSD schools from the funders.

- Grants valued at: \$100,000.00

RECOMMENDATION:

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

ATTACHMENTS:

Grant Face Sheet
Grant Agreement

OUSD Grants Management Face Sheet

Title of Grant: Walter and Elise Haas Fund Mental Health Rapid Response (Covid-19)	Funding Cycle Dates: October 7, 2020 to October 6, 2021
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Pui Ling Tam One Lombard Street, Suite 305 San Francisco, CA 94111 (415) 398-4474	Grant Amount for Full Funding Cycle: \$100,000.00
Funding Agency: Walter and Elise Haas Fund One Lombard Street, Suite 305 San Francisco, CA 94111	Grant Focus: 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.
List all School(s) or Department(s) to be Served: All OUSD high schools and the Linked Learning Department	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant will serve as an engagement and wellness initiative for students in Linked Learning pathways.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 3.25% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	This grant will not be evaluated.
Does the grant require any resources from the school(s) or district? If so, describe.	No
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 3.25% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No

Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Rebecca Lacocque Director of Linked Learning 1000 Broadway, Ste. 440 Oakland, CA 94607 (510) 879-4616 rebecca.lacocque@ousd.org
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Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Rebecca Lacocque		10/16/2020
Chief Academic Officer	Sondra Aguilera		10/16/2020

Grant Office Obtained Approval Signatures:

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

WALTER & ELISE HAAS FUND

October 7, 2020

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

RE: Agreement for Grant WEHF-20201574

Dear Sondra:

I am pleased to inform you that the Walter and Elise Haas Fund has approved a one-year, \$100,000 project support grant to Oakland Unified School District to pay 180 Oakland youth enrolled in Career Pathways for their work-based learning internships to mitigate the economic and learning loss impacts due to COVID-19. The grant is payable as follows: \$100,000 outright in 2020. The grant period is 10/07/2020 to 10/06/2021.

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*. We will arrange for payment of \$100,000 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:
Jamie Allison
C038705366A447D...
Jamie Allison
Executive Director

cc: Rebecca Lacoque
Pui Ling Tam *PLT*

Accepted on behalf of Oakland Unified School District:

Sondra Aguilera

Sondra Aguilera
Chief Academic Officer

Date: 10/16/2020

JA/mtm Approved as to form by OUSD Staff Attorney Joanna Powell on 10/16/2020.

Joanna J. Powell

Trustees

John D. Goldman, *President*

Elizabeth H. Eisenhardt • Daniel S. Goldman • Peter E. Haas, Jr. • Jennifer C. Haas • Charlotte Haas Prime

Jamie Allison, *Executive Director*

RE: Agreement for WEHF-20201574

APPENDIX A: AGREEMENT TO GRANT PURPOSE AND OBJECTIVES

**OAKLAND UNIFIED SCHOOL DISTRICT
10/07/2020 THROUGH 10/06/2021**

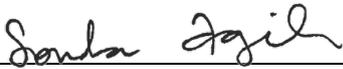
This grant is awarded with the understanding that the entire amount will be expended to address the following agreed-upon purpose and objectives. While minor changes in plan are expected, if your organization wishes to modify these fundamental intentions of the project, you must seek prior written approval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

Purpose: One year of project support to pay 180 Oakland youth enrolled in Career Pathways for their work-based learning internships to mitigate the economic and learning loss impacts due to COVID-19

Grant Objectives:

- Increased participation in supported employment or internship of students in Alternative Education and Intensive Supports Schools (Castlemont, McClymonds, Fremont HS)
- 180 students will benefit from supported employment or internship opportunities
- 20% increase of youth in supported employment opportunities

Accepted and agreed:



Sondra Aguilera
Chief Academic Officer
Oakland Unified School District


Jody London, President, Board of Education 11/13/2020


Kyla Johnson-Trammell, Secretary, Board of Education 11/13/2020

RE: Agreement for WEHF-20201574

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 granted¹:
 - 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

¹ 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) 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 WEHF-20201574

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

RE: Agreement for WEHF-20201574

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.

Certificate Of Completion

Envelope Id: EDAB2D252DE74DDC92E1070BE10FF6E3	Status: Sent
Subject: Walter & Elise Haas Fund: Grant #20201574 Oakland Unified School District	
Source Envelope:	
Document Pages: 5	Signatures: 1
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Marcel Marania
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1 Lombard Street Suite 305
	San Francisco, CA 94111
	grantsmanager@haassr.org
	IP Address: 107.152.24.182

Record Tracking

Status: Original 10/7/2020 1:31:11 PM	Holder: Marcel Marania grantsmanager@haassr.org	Location: DocuSign
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Signer Events

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

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 69.181.44.229

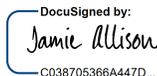
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Signed: 10/7/2020 2:00:13 PM

Electronic Record and Signature Disclosure:

Accepted: 2/3/2020 9:24:45 AM
ID: f2c6959c-c461-42b0-9894-afc7267f5648

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



Signature Adoption: Pre-selected Style
Using IP Address: 107.77.212.66
Signed using mobile

Sent: 10/7/2020 2:00:14 PM
Viewed: 10/7/2020 2:34:01 PM
Signed: 10/7/2020 2:34:09 PM

Electronic Record and Signature Disclosure:

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ID: 9e0db3cf-fc0a-4bbe-b68a-b6dd83a973f4

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



Sent: 10/7/2020 2:34:10 PM

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In Person Signer Events

Signature

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Editor Delivery Events

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Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
<p>Faiza Bukhari faiza@haassr.org Program Associate Walter & Elise Haas Fund Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 10/7/2020 2:00:14 PM
<p>Rebecca Lacocque rebecca.lacocque@ousd.org Linked Learning Director Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 4/15/2020 9:31:11 PM ID: 81b2b1c2-6e9c-4dc8-a0b6-dc4c42024f56</p>	COPIED	<p>Sent: 10/7/2020 2:34:11 PM Viewed: 10/7/2020 3:38:18 PM</p>
<p>Lisa Grant-Dawson lisa.grant-dawson@ousd.edu Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 10/7/2020 2:34:11 PM
<p>Marcel Marania grantsmanager@haassr.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

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

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

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

electronically from us.

How to contact Walter and Elise Haas Fund:

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

To contact us by email send messages to: admin@haassr.org

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

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

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

To request paper copies from Walter and Elise Haas Fund

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

To withdraw your consent with Walter and Elise Haas Fund

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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

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