

File ID Number	15-2198
Introduction Date	12-2-15
Enactment Number	15-1888
Enactment Date	12/2/15
By	AL



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

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

November 18, 2015

To: Board of Education

From: Antwan Wilson, Superintendent

Subject: **District Submitting Grant Award - Walter and Elise Haas Fund**

ACTION REQUESTED:

Acceptance by the Board of Education of Grant Award (#20140460) and approval of Grant Agreement, by and between District and Walter & Elise Haas Fund, in the amount of \$30,000.00, to support training, programs and services to help effectively serve unaccompanied immigrant students in the Oakland Unified School District, for the term of October 15, 2015 through October 15, 2016, pursuant to the terms and condition thereof.

BACKGROUND:

Grant award for OUSD schools for the 2015-2016 fiscal year were 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
15-2198	Yes	Grant	Unaccompanied Immigrant Students in the Oakland Unified School District	To support training, programs, and services to help effectively serve Unaccompanied Immigrant Minors in the Oakland Unified School District.	09/18/2015 - 09/18/2016	Walter & Elise Haas Fund	\$30,000.00

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: \$30,000.00

RECOMMENDATION:

Approval and support by the Board of Education of Grant Award and approval of Grant Agreement for OUSD schools for fiscal year 2015-2016 to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

ATTACHMENTS:

Grant Face Sheet

Grant Award Letter

Appendix A: Agreement to Grant Purpose and Objectives

Appendix B: Grant Terms and Conditions

Appendix C: Annual Reporting Instructions (Education)

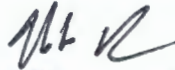
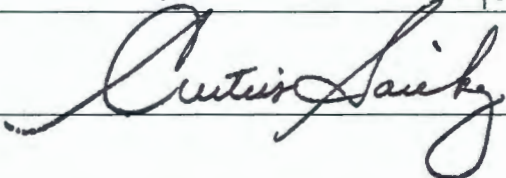
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OUSD Grants Management Face Sheet

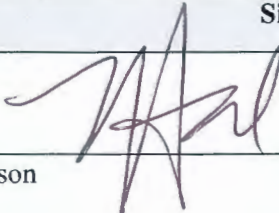
Title of Grant: Serving Unaccompanied Immigrant Students	Funding Cycle Dates: September 18, 2015 – September 18, 2016
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Grant #20140460 Pamela H. David, Executive Director Walter and Elise Haas Fund Pamela@haassr.org	Grant Amount for Full Funding Cycle: \$30,000.00
Funding Agency: Walter and Elise Haas Fund One Lombard Street, Suite 305 San Francisco, CA 94111 (415) 398-4474	Grant Focus: To support training, programs and services to help effectively serve unaccompanied immigrant students in the Oakland Unified School District.
List all School(s) or Department(s) to be Served: All middle and high schools that serve unaccompanied minors.	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant will address the academic and social-emotional needs of the highly vulnerable and rapidly growing population of unaccompanied minors in Oakland who have limited or interrupted formal education and are grappling with the effects of trauma.
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 5.94% 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.)	The staff who are leading the implementation against the outcomes will also be responsible for preparing the annual report to the funder.
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 5.94% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Yes, the grant budget sets aside 5.94% indirect
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.)	Nathaniel Dunstan OUSD Refugee & Asylee Student Assistance Program 746 Grand Avenue Oakland, CA 94610 (510) 842-6592 Nathaniel.Dunstan@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	Nathaniel Dunstan		10/26/15
Department Head (e.g. for school day programs or for extended day and student support activities)	Curtiss Sarikey		

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Superintendent	Antwan Wilson		



James Harris
President, Board of Education



Antwan Wilson
Secretary, Board of Education

WALTER & ELISE HAAS FUND

October 2, 2015

Superintendent Antwan Wilson
Oakland Unified School District
1000 Broadway, Suite 680
Oakland, California 94607

RE: Agreement for Grant WEHF-20140460

Dear Superintendent Wilson:

On behalf of the Board of Directors of the Walter and Elise Haas Fund, I am pleased to inform you of the second-year grant award of \$30,000 to Oakland Unified School District to support training, programs and services to help effectively serve unaccompanied immigrant students in the Oakland Unified School District. The grant period is September 18, 2015 to September 18, 2016. A year-end report is due no later than October 3, 2016.

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. We will arrange for payment of the \$30,000 upon receipt. Please keep a copy for your files.

Please read Appendix B, *Grant Terms and Conditions*, very carefully. Also take note of Appendix C, which contains *Annual Reporting Instructions*. The Fund will not consider grant renewals for grantees who fail to meet reporting requirements.

Please direct all future reports and correspondence to Susan Kagehiro. On behalf of the Fund's Board and staff, let me express how delighted we are to support this important work. We wish you every success.

Sincerely,

DocuSigned by:

44A973F6517E4A4...
Pamela H. David
Executive Director

cc: Lauren Markham
Curtiss Sarikey
Carmelita Reyes
Susan Kagehiro

ds
SK

Trustees

Wally Haas, *President*

Elizabeth H. Eisenhardt • John D. Goldman • William S. Goldman • Jennifer C. Haas • Peter E. Haas, Jr.

Pamela H. David, *Executive Director*

October 2, 2015

Page Two

RE: Agreement for Grant WEHF-20140460

Accepted on behalf of Oakland Unified School District:

DocuSigned by:

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Date: 10/8/2015 | 6:52 AM PT

Superintendent Antwan Wilson
Oakland Unified School District

Appendix A: Agreement to Grant Objectives

Appendix B: Grant Terms and Conditions

Appendix C: Annual Reporting Instructions

APPENDIX A: AGREEMENT TO GRANT PURPOSE AND OBJECTIVES

OAKLAND UNIFIED SCHOOL DISTRICT 9/18/2015 THROUGH 9/18/2016

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: To support training, programs and services to help effectively serve unaccompanied immigrant students in the Oakland Unified School District

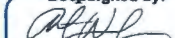
Steps you will take to achieve your results:

- Support the new generation of OUSD newcomer teachers
 - Create professional learning communities of newcomer teachers
 - Provide opportunities for teachers to observe and learn from master teachers in OUSD and SFUSD
 - Provide coaching for newcomer teachers
- Standardizing newcomer program quality and support across the district
 - Ensure new newcomer programs receive coaching, curriculum and other resources similar to that of the current newcomer programs
 - Create "newcomer liaison master teachers" to serve as the point-person for each newcomer pathway
 - Initiate a District-Wide Newcomer Taskforce
- Provide or link unaccompanied immigrant students to trauma interventions and mental health services

What will change as a result of your project:

- Newcomer teachers will have access to supports that help them be more effective teachers
- New and expanded newcomer programs will have access to effective model programs and the supports to successfully implement and/or grow
- Unaccompanied immigrant students will be able to attend schools that are able to meet their academic learning needs and connect them to programs and services to help them succeed

Accepted and agreed:



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Superintendent Antwan Wilson
Oakland Unified School District

RE: Agreement for Grant WEHF-20140460
October 2, 2015

APPENDIX B: 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 year-end report. As described in Appendix C: Annual Reporting Instructions, 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 14 days after the end 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;

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.

- 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
 - 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.

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 (EDUCATION)

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

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

1. Progress on Objectives

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

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. Social Capital

The W&EHF is interested in understanding whether the cultivation of community connections and community engagement contributes to the success of the work of its grantees. To what extent has the work you have been undertaking with the funds provided by the W&EHF enabled parents, students, educators and other community members to make connections for the purpose of engaging in public education improvement? If this question is **not applicable** to your work, please indicate that as well.

4. Financial Report

Please refer to the approved project budget and provide a comparison accounting of income and expenses. If any actual expense or revenue line item varies more than 10% from the original proposal, please provide a brief explanation.

5. Multi-Year Grants Only

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?

WALTER & ELISE HAAS FUND

October 15, 2015

Superintendent Antwan Wilson
Oakland Unified School District
1000 Broadway, Suite 680
Oakland, CA 94607

RE: Agreement for Grant #20140460

Dear Superintendent Wilson:

On behalf of the Walter and Elise Haas Fund, I am pleased to forward a check in the amount of \$30,000 to the Oakland Unified School District to support training, programs and services to help effectively serve unaccompanied immigrant students in the Oakland Unified School District.

Please deposit this check within 60 days. We are pleased to be able to assist in this project.

Sincerely,

Frances M. Phillips for Pamela H. David

Pamela H. David
Executive Director

PHD/mj

Enclosure

WALTER AND ELISE HAAS FUND

Vendor

Customer Acct #

Date

Check #

PAID ON BEHALF OF

OAKLAND UNIFIED SCHOOL DISTRICT

10/15/2015

010956

Invoice #

Date

GL Acct #

Distribution Reference

Voucher Amount

Paid Amount

20140460

10/15/2015

825-201

EDUCATION

\$30,000.00

\$30,000.00

TOTAL: \$30,000.00

DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER - THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX

WALTER AND ELISE HAAS FUND
ONE LOMBARD STREET, SUITE 305
SAN FRANCISCO, CA 94111-1130
(415) 398-4474

Wells Fargo, N.A.
California

Oct 15, 2015

010956

DATE

CHECK NO.

Pay Thirty Thousand Dollars And 00 Cents

\$30,000.00

to the Order of:

OAKLAND UNIFIED SCHOOL DISTRICT

1000 BROADWAY

SUITE 680

OAKLAND, CA 94607



⑈010956⑈

⑈121042882⑈ 3979897166⑈



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 15-2198

Department: CSSS

Vendor Name: Walter and Elise Haas Fund

Contract Term: Start Date: Sept 18 2015 End Date: Sept 17 2016

Annual Cost: \$ 30,000.00

Approved by: CSSS

Is Vendor a local Oakland business? Yes ☒ No ☐

Why was this Vendor selected?

OUSD received a generous grant to support training, programs and services to help effectively serve unaccompanied immigrant students in the Oakland Unified School District.

Summarize the services this Vendor will be providing.

This grant will address the academic and social-emotional needs of the highly vulnerable and rapidly growing population of unaccompanied minors in Oakland who have limited or interrupted formal education and are grappling with the effects of trauma.

Was this contract competitively bid? Yes ☒ No ☐

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**