

File ID Number	16-2592
Introduction Date	1/11/2017
Enactment Number	17-0029
Enactment Date	1-11-17
By	



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

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

January 11, 2017

To: Board of Education

From: Antwan Wilson, Superintendent

Subject: Grant Award - Walter & Elise Haas Fund - Oakland After School to Teacher Pipeline

ACTION REQUESTED:

Approval and acceptance by the Board of Education of District applicant submitting grant award for OUSD Schools from the Walter & Elise Haas Fund Grant Award for OUSD's Oakland After School to Teacher Pipeline for fiscal year 2016-2017 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 years, if any.

BACKGROUND:

Grant award for OUSD schools for the 2016-2017 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
16-2592	Yes	Grant	All Oakland Unified School District Schools	To create, develop, and pilot a youth worker-to-teacher Oakland After School to Teacher Pipeline Initiative.	November 15, 2016 - November 15, 2017	Walter & Elise Haas Fund	\$55,000.00

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: \$55,000.00

RECOMMENDATION:

Approval and acceptance by the Board of Education of District applicant submitting a grant award for OUSD schools for fiscal year 2016-2017 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.

VEH

ATTACHMENTS:

Grant Award Letter - Walter and Elise Haas Fund

Appendix A: Agreement to Grant Purpose and Objectives



Appendix B: Grant Terms and Conditions

OUSD Grants Management Face Sheet


Title of Grant: Oakland After School to Teacher Pipeline	Funding Cycle Dates: November 15, 2016 – November 15, 2017
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Grant #WEHF-20161069 Pamela H. David, Executive Director Walter & Elise Haas Fund Pamela@haassr.org	Grant Amount for Full Funding Cycle: \$55,000.00
Funding Agency: Walter and Elise Haas Fund One Lombard Street, Suite 305 San Francisco, CA 94111 (415) 398-4474	Grant Focus: To create, develop, and pilot a youth worker-to-teacher Oakland After School to Teacher Pipeline Initiative.
List all School(s) or Department(s) to be Served: All Oakland Unified Schools	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The After School to Teacher Pipeline project will work to address the teacher shortage that Oakland Unified has experienced for many years. By working with our after school partners to create a career ladder for after school staff, we will increase the number of locally qualified teachers, leading to reduced turnover and increased teaching quality for Oakland 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 5.48% 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.)	Evaluation will focus on the number of new teachers entering the teaching profession from the after school community. We will identify which strategies and practices worked best to increase staff readiness to enter the teaching profession.
Does the grant require any resources from the school(s) or district? If so, describe.	District staff time to support coordination and implementation of the grant.
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 5.48% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No. Indirect is not included in the grant application.
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.)	N/A
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Andrea Bustamante, Executive Director Community Schools and Student Services Department 1000 Broadway, Suite 150 Oakland, CA 94607 (510) 879-2901 Andrea.Bustamante@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	Julia Ma		11/29/16
Department Head (e.g. for school day programs or for extended day and student support activities)	Andrea Bustamante		11/29/16

Grant Office Obtained Approval Signatures:

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

WALTER & ELISE HAAS FUND

November 21, 2016

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

RE: Agreement for Grant WEHF-20161069

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 grant award of \$55,000 to Oakland Unified School District for develop and pilot a youthworker-to-teacher pipeline initiative. The grant period is November 15, 2016 to November 15, 2017. A report will be due on November 29, 2017.

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 \$55,000 upon receipt. Please keep a copy for your files.

Please read Appendix B, *Grant Terms and Conditions*, very carefully, including 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:

Pamela H. David

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Pamela H. David
Executive Director

cc: Andrea Bustamante
Susan Kagehiro

Trustees

Wally Haas, *President*

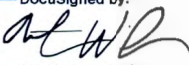
Elizabeth H. Eisenhardt • John D. Goldman • William S. Goldman • Jennifer C. Haas • Peter E. Haas, Jr.

Pamela H. David, *Executive Director*

Antwan Wilson
November 21, 2016
Page Two

RE: Agreement for Grant WEHF-20161069

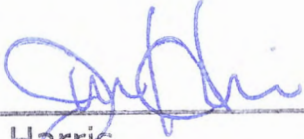
Accepted on behalf of Oakland Unified School District:

DocuSigned by:

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Date: 11/24/2016 | 5:05 AM PST

Antwan Wilson
Superintendent

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


James Harris
President, Board of Education

File ID Number: 16-2592
Introduction Date: 1-11-17
Enactment Number: 17-0020
Enactment Date: 1-11-17
By: _____

APPENDIX A: AGREEMENT TO GRANT PURPOSE AND OBJECTIVES

OAKLAND UNIFIED SCHOOL DISTRICT NOVEMBER 15, 2016 THROUGH NOVEMBER 15, 2017

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: Develop and pilot a youthworker-to-teacher pipeline initiative

Steps you will take to achieve your results:

- Refine OUSD's youthworker to teacher pipeline strategy and program based on the pilot including developing partnerships with teacher credentialing programs
- Engage a new cohort of 10 participants in the youthworker to teacher pipeline program
- Evaluate the effectiveness of this approach to attracting and retaining high quality educators for high need Oakland public schools

What will change as a result of your project:

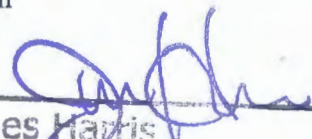
- OUSD's teacher talent pool will be strengthened by the addition of 8 intern teachers with strong ties and commitment to Oakland communities.
- OUSD will have tested and, if successful, identified a strategy for sourcing and developing educator talent from community-based organization

Accepted and agreed:

DocuSigned by:

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Antwan Wilson
Oakland Unified School District


James Harris
President, Board of Education

RE: Agreement for Grant WEHF-20161069
November 21, 2016

File ID Number: 16-2592
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By: af

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 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;

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?

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 grantsmanager@haassr.org
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Pamela H. David
 pamela@haassr.org
 Executive Director
 Walter & Elise Haas Fund
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Antwan Wilson
 antwan.wilson@ousd.org
 Superintendent
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Carbon Copy Events

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andrea.bustamante@ousd.org
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Marcel Marania
grantsmanager@haassr.org
Grants Manager
Walter and Elise Haas Fund
Security Level: Email, Account Authentication (None)
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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.

Getting paper copies

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.

Withdrawing your consent

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:

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- 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.