

File ID Number	18-2658
Introduction Date	1/9/19
Enactment Number	19-0056
Enactment Date	1/9/2019 lf
By	



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

January 9, 2019

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent  
Andrea Bustamante, Executive Director, Community Schools and Student Services Department

Subject: Grant Agreement - Walter and Elise Haas Fund - Grow-Your-Own Teacher Initiatives - Community Schools and Student Services Department

**ACTION REQUESTED:**

Approval by the Board of Education of District Grant Agreement between the District and the Walter and Elise Haas Fund, in the amount of \$45,000.00, to support the Grow-Your-Own Teacher Initiatives, for the period of December 4, 2018 through December 3, 2019, pursuant to the terms and conditions thereof, if any.

**BACKGROUND:**

Grant Agreement for OUSD middle school athletics for the 2018-2019 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
18-2658	Yes	Grant	Community Schools and Student Services and Talent Departments	To continue the After School to Teacher Pipeline work.	December 4, 2018 through December 3, 2019	Walter and Elise Haas Fund	\$45,000.00

**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: \$45,000.00

**RECOMMENDATION:**

Approval by the Board of Education of a Grant Agreement for the Community Schools and Student Services and Talent Departments for fiscal year 2018-2019, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

**ATTACHMENTS:**

Grant Agreement, WEHF-20180256



OUSD Grants Management Face Sheet

<b>Title of Grant:</b> OUSD – Grow Your Own Teacher Initiatives	<b>Funding Cycle Dates:</b> December 4, 2018 – December 3, 2019
<b>Grant’s Fiscal Agent:</b> (contact’s name, address, phone number, email address)	<b>Grant Amount for Full Funding Cycle:</b>  \$45,000.00
<b>Funding Agency:</b> Jamie Allison Executive Director Walter & Elise Haas Fund One Lombard Street, Suite 305 San Francisco, CA 94111 415.398.4474 <a href="http://www.haassr.org">www.haassr.org</a>	<b>Grant Focus:</b> To continue the After School to Teacher Pipeline work
<b>List all School(s) or Department(s) to be Served:</b> Community School Student Services, Talent	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant will support OUSD to develop a cohort of after school staff interested in becoming teachers in OUSD.
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 3.98% 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 number of participants that become OUSD teachers in 2019-2020.
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 3.98% 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.)	Andrea Bustamante, Executive Director Community Schools and Student Services Department Oakland Unified School District 1000 Broadway, Suite 150, Oakland, CA 94607 510.879.2901 <a href="mailto:Andrea.Bustamante@ousd.org">Andrea.Bustamante@ousd.org</a>

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**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal	Andrea Bustamante		
Department Head (e.g. for school day programs or for extended day and student support activities)	Sondra Aguilera		12/14/18

**Grant Office Obtained Approval Signatures:**

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



# WALTER & ELISE HAAS FUND

December 4, 2018

Superintendent Kyla Johnson-Trammell  
Oakland Unified School District  
1000 Broadway, Suite 680  
Oakland, California 94607

RE: Agreement for Grant WEHF-20180256

Dear Superintendent Johnson-Trammell:

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 \$45,000 to Oakland Unified School District for its Grow-Your-Own Teacher Initiatives. The grant period is December 4, 2018 to December 3, 2019. A report will be due on December 17, 2019.

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*, very carefully, including reporting requirements. We will arrange for payment of \$45,000 upon receipt. Please keep a copy for your files.

Please direct all future reports and correspondence to my attention. 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:  
  
C038705366A447D...  
Jamie Allison  
Executive Director

cc: Andrea Bustamante

Accepted on behalf of Oakland Unified School District:

DocuSigned by:  
  
3594E2E6CA7A442...  
Superintendent Kyla Johnson-Trammell

Date: 12/13/2018 | 3:03 PM PST

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  
DECEMBER 4, 2018 THROUGH DECEMBER 3, 2019**

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:** OUSD Grow-Your-Own Teacher Initiatives

**Project Goals and Outcomes:**

OUSD currently supports 200 emergency permitted teachers and 10 After School Staff members in their pursuit of a California teaching credential. With continued support from W&EHF, objectives that will be achieved during the next grant period will include that OUSD will:

- Implement the third cohort of the Youthworker to Teacher Pipeline with a goal of recruiting and serving 15 new cohort members.
- Develop a partnership with Reach Institute, and other credentialing programs with the goal of putting cohort members on the path to becoming teachers.
- Form a deeper and more formalized partnership with the OUSD Talent Department to place cohort members in classrooms. Develop a 5-year plan that will align and expand other OUSD Grow Your Own Programs (e.g. Classified, Latinx, Emergency, and Special Ed.)

**Accepted and agreed:**

DocuSigned by:  
*Kyla Johnson-Trammell*  
3594E2E8CA7A442...

Superintendent Kyla Johnson-Trammell  
Oakland Unified School District  
And Secretary, Board of Education

RE: Agreement for Grant WEHF-20180256  
December 4, 2018

*Aimee Eng*

1/10/19

Aimee Eng  
President, Board of Education

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

By: *[Signature]* 12.14.18  
Amy Brandt, Attorney at Law

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

## **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 granted<sup>1</sup>:
  - 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;

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<sup>1</sup> 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](http://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**

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

#### **1. Progress on Objectives**

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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**

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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. Financial Report**

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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.

#### **4. Multi-Year Grants Only**

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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?

### Certificate Of Completion

Envelope Id: F5DCA17E58F742A5B1B901E47CF2825B	Status: Completed
Subject: Walter & Elise Haas Fund - Grant #20180256 OUSD Grow-Your-Own Teacher Initiatives	
Source Envelope:	
Document Pages: 6	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Marcel Marania
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	One Lombard Street Suite 305
	San Francisco, CA 94111
	grantsmanager@haassr.org
	IP Address: 107.152.25.184

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### Signer Events

Jamie Allison  
jamie@haassr.org  
Executive Director  
Security Level: Email, Account Authentication (None)

### Signature

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Accepted: 2/2/2018 8:43:30 AM  
ID: 9e0db3cf-fc0a-4bbe-b68a-b6dd83a973f4

Kyla Johnson-Trammell  
superintendent@ousd.org  
Security Level: Email, Account Authentication (None)

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Faiza Bukhari  
faiza@haassr.org  
Program Associate

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Walter & Elise Haas Fund

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Andrea Bustamante  
 andrea.bustamante@ousd.org  
 Executive Director  
 Security Level: Email, Account Authentication  
 (None)

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Marcel T. Marania  
 grantsmanager@haassr.org  
 Grants Manager  
 Walter and Elise Haas Fund  
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Certified Delivered	Security Checked	12/13/2018 3:03:28 PM
Signing Complete	Security Checked	12/13/2018 3:03:28 PM
Completed	Security Checked	12/13/2018 3:03:28 PM

**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.

### **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](mailto: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](mailto: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](mailto: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](mailto: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.