



Board Office Use: Legislative File Info.	
File ID Number	21-0450
Introduction Date	3/10/2021
Enactment Number	21-0295
Enactment Date	3/10/2021 lf

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tara Gard, Deputy Chief Talent Officer, Talent Division

Board Meeting Date March 10, 2021

Subject **Acceptance of Grant by the District**

Action Requested Acceptance by the Board of Education of a donation in the amount of \$25,000.00 from Genentech for the Oakland Teacher Residency for the 2020-2021 School Year, pursuant to the terms and conditions thereof, if any.

Background This Grant is for funding the Oakland Teacher Residency for the 2020-2021 School Year. The donation documentation is available on the Board's legislative web site.

File ID#	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
21-0450	Yes	Donation	Talent Division – Oakland Teacher Residency	Breaking Down Barriers and Building Supports: Empowering STEM Teachers of Color to better support Students of Color	February 2021 – Dec 2021	Genentech	\$25,000.00

Recommendation Acceptance of the donation by the District pursuant to the terms and conditions thereof, if any.



Fiscal Impact

The total Donation value will be provided to OUSD school from the funders.

- Grants valued at: \$25,000.00

Attachments

- Donation Letter of Agreement
- OUSD Accounts Receivables Form
- Copy of Check

Letter of Agreement ("LOA")

Regarding Terms, Conditions and Purposes of a grant for a Philanthropic Charitable Activity between Oakland Unified School District ("Recipient") and Genentech, Inc. ("Genentech").

Authorized Signer: Tara Gard
Address: Oakland Teacher Residency /1000 Broadway, 4th Floor, Ste 450
City: Oakland
State: CA
Zip Code: 94607

Program / Event Title: Breaking Down Barriers and Building Supports: Empowering STEM Teachers of Color to better support St (the "Activity")

Request ID: G-89315

Program / Event Date: 2/1/2021

Genentech wishes to provide a grant for the above-referenced Philanthropic Charitable Activity by means of funding in the amount of \$25,000.00 (hereafter, the "Request Payment"). By accepting the Request Payment, Recipient agrees to use the funds solely for the Activity and to comply with the terms and conditions of this Letter of Agreement.

Recipient shall comply with all applicable laws and regulations relating to the provided financial grant and its identified purpose(s) including anti-bribery/anti-corruption laws, where applicable. Recipient specifically assures compliance with applicable healthcare-related laws and regulations, including, for example, state disclosure and gift laws, FDA laws and regulations governing clinical trials, the Office of Government Ethics Standards of Ethical Conduct for employees of federal hospitals, and the OIG Compliance Program Guidance and the PhRMA Code. Recipient attests that this Request Payment is not in violation of any institutional policy.

Recipient certifies that it does not have any written policy to discriminate based on race, religion, gender, gender expression and/or identity, age, national origin, disability, marital status, sexual orientation, military status, or any other protected status.

Recipient is not aware of any conflicts of interest in accepting a grant from Genentech. The payment is not made to unlawfully induce, reward, or influence prescribing, purchasing, or use of Genentech products or to unlawfully influence regulatory, pricing, formulary, or reimbursement decisions.

If Recipient purchases or is affiliated with a purchaser of Genentech products, Recipient certifies that appropriate safeguards are in place to ensure that the Request Payment will be used only for the Activity. Recipient certifies that the payment is not to be construed as a price discount on the purchase of Genentech products, nor as an endorsement of the activities or event for which the Recipient intends to use the funds provided by Genentech. Recipient further certifies that the Request Payment will not be used to support development of clinical practice guidelines.

I. Disclosures and Acknowledgement of Grant

Recipient will appropriately publicly disclose the financial relationship and grant received from Genentech.

Recipient acknowledges that Genentech may be obligated to disclose this financial arrangement, including all fees, payments and transfers of value, including but not limited to any compensation, travel, meals, grants,

sponsorships, and/or donations, as may be advisable or required under applicable law, including the Sunshine Act. In such an event, Recipient would be required to disclose financial details to Genentech. Recipient may contact Genentech (via email: hcpspend-d@gene.com) to come to a mutually agreed upon reporting process.

II. Use of the Genentech Logo

Recipient agrees to acknowledge Genentech's financial grant for the Activity in any printed announcements and brochures distributed in connection with the Activity in a statement such as, "Supported by funding from Genentech". If applicable, Genentech's partners shall be similarly acknowledged. Recipient should consult the email notification of Genentech's funding decision for the Activity (the "Approvable Letter") for details on the use of Genentech's logo. Recognition of Genentech unless otherwise agreed upon by Recipient should be commensurate with the recognition offered similarly situated supporters. Recognition of Genentech must not include mention of any Genentech product brand name.

If Recipient wishes to use the Genentech logo as part of its acknowledgment of Genentech's financial grant for the Activity, Recipient agrees to the following terms and conditions:

- A. "Logo" shall mean the logo depicted in the Approvable Letter.
- B. Genentech hereby grants Recipient a nonexclusive, royalty-free, non-transferable, personal right to use the Logo solely in conjunction with the Activity, subject to the terms and conditions of this Letter of Agreement.
- C. All rights not expressly granted are reserved by Genentech. Recipient acknowledges that nothing in this Letter of Agreement shall give it any right, title or interest in the Logo, other than the license rights granted herein. Recipient may not use or reproduce the Logo in any manner whatsoever other than as described herein.
- D. Recipient shall not assign, transfer or sublicense this Letter of Agreement (or any right granted herein) in any manner without the prior written consent of Genentech.
- E. Recipient agrees to maintain the quality of any materials produced for the Activity in conjunction with the Logo at a level that meets or exceeds industry standards and at least commensurate with the quality of similar materials previously distributed by Recipient.
- F. Upon reasonable notice from Genentech, Recipient shall supply Genentech with suitable specimens of Recipient's use of the Logo.
- G. Recipient shall remedy any deficiencies in its use of the Logo, and/or the quality of the materials used in conjunction with the Logo, upon reasonable notice from Genentech.

Recipient acknowledges Genentech's ownership of the Logo. Recipient shall employ best efforts to use the Logo in a manner that does not derogate from Genentech's rights in the Logo and will take no action that will interfere with or diminish Genentech's rights in the Logo. Recipient shall not place Genentech's logo in a manner or location that suggests endorsement of Genentech or Genentech's products by the Activity provider or endorsement of specific meeting content by Genentech (e.g., Genentech's logo shall not be placed on speaker podiums or article abstracts).

III. Other

Recipient certifies that it has disclosed to Genentech whether any ownership interest in Recipient organization is held by a licensed physician or a physician group or practice. If Recipient is a charitable foundation affiliated or associated with a physician group or practice, Recipient also certifies that the number of physicians in the affiliated or associated group or practice exceeds fifty (50) physicians.

Recipient shall remain liable and shall indemnify Genentech from any claims, including reasonable attorney's fees, for any negligence or willful misconduct of any third party engaged by Recipient in the performance of the services.

Recipient agrees to provide to Genentech upon request written Activity implementation status updates. Recipient agrees to return all unused funds in excess of \$250 to Genentech.

Genentech reserves the right to audit all documentation of Recipient related to the receipt and expenditure of the Request Payment for the Activity. Genentech reserves the right to terminate grant for the Activity in the event of Recipient's failure to comply with terms of this Agreement. Upon written notice of termination by Genentech to Recipient, Recipient shall return any unused and misused funds to Genentech.

IV. Philanthropic Charitable Grant Provision:

Recipient represents that the Request Payment shall not be used for the personal benefit or use of any specifically-identified individual, nor will the Request Payment be used for capital campaigns or capital infrastructure.

Recipient certifies that the Request Payment aggregated with all other funding amounts from Genentech for the year, does not exceed more than thirty-three percent (33%) of Recipient's organization's overall annual budget.

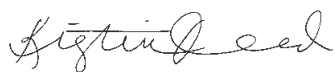
Recipient shall be ultimately responsible for all decisions regarding the Activity.

This Agreement herein constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties (whether written or oral) relating to said subject matter. No representations were made or relied upon by either party other than those that are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless made in writing and signed by a duly authorized representative of each party.

Approved:

GENENTECH, INC.

By:



Name: Kristin Campbell Reed

Title: Senior Director, Corporate Relations


Date/Time: 02/01/2021 01:49:33 PM PST

I hereby acknowledge and agree with the terms and conditions set forth in this Agreement and represent and warrant that I have authority to sign on behalf of Oakland Unified School District ("Recipient").

By:
Name: Tara Gard

Date/Time: 02/01/2021 01:49:33 PM PST

IP Address: 98.35.26.187



Shanthi Gonzales
President, Board of Education

3/11/2021



Kyla Johnson Trammell
Secretary, Board of Education

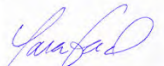

3/11/2021

DONATION/GRANT FORM

Please complete the information requested on this form. **Attach your donation checks made payable to Oakland Unified School District with the name of the school referenced on the check's memo note.** For school sites receiving donations: deliver/mail check & form to the Office of your Network Superintendent/Chief/Deputy Chief for processing and board review/preparation. For central office departments receiving donations: deliver/mail check & form to your department Office Manager for processing and board review/preparation.

Questions? Contact by email at tien.truong@ousd.org for further information.

Site No.	School Name	Donation's Purpose	Start Date	End Date	Donor	Donation Value*	Check Date	Check No.	[FOR OFFICE USE ONLY] CR NO.
944	Talent Division	Oakland Teacher STEM Mentors	2/3/21	12/12/22	Genentech	\$25,000	2/3/21	000526579 4	

Your Print Name: Tara Gard	Your Signature: 
Your Job Title: Chief of Talent	Signature Date: 2/11/2021
Your Phone Number: 510-879-1335	Your Email: tara.gard@ousd.org
Network Superintendent/Chief/Deputy Chief Printed Name: Tara Gard	Network Superintendent/Chief/Deputy Chief Signature: 
[FOR OFFICE USE ONLY] Distribution Org Key:	

(*Donations or grants over \$84,100 require separate Board Memo and Legistar File ID Numbers)

GENENTECH INC
1 DNA Way, MS 36
South San Francisco, CA 94080
(650) 467-0810

Genentech
A Member of the Roche Group

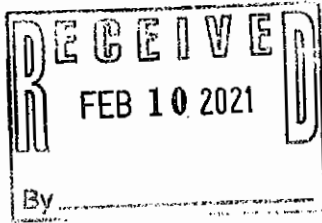
PAGE 1 OF 1

0110123 01 RE 0.425 **AUTO T3 0 6023 94607-409999 -P10133 C07



OAKLAND UNIFIED SCHOOL DISTRICT
ATTN: ZAIA VERA - TE
1000 BROADWAY
FL 4 STE 450
OAKLAND CA 94607-4099

VENDOR #	VENDOR NAME			CHECK DATE	CHECK NO.
0010425227	OAKLAND UNIFIED SCHOOL DISTRICT			02/03/21	0005265794
INVOICE NUMBER/COMMENTS		INVOICE DATE	INVOICE AMT	DISCOUNT	AMOUNT
G-89315_2		02/02/21	25,000.00	.00	25,000.00
G-89315,BREAKING DOWN BARRIERS AND					
				TOTALS	\$ 25,000.00



HE0110123-0001_of_0001 6023-0010123 (F23S)

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK # 0005265794 ATTACHED BELOW

Genentech
A Member of the Roche Group

GENENTECH INC
1 DNA Way, MS 36
South San Francisco, CA 94080
(650) 467-0810

62-20
311

NO. 0005265794

CHECK DATE: 02/03/21

Twenty-five Thousand and 00/100 Dollars

PAY TO THE ORDER OF: OAKLAND UNIFIED SCHOOL DISTRICT
1000 BROADWAY
FL 4 STE 450
OAKLAND CA 94607

*****\$25,000.00

AUTHORIZED SIGNATURE

CITIBANK, N.A.
ONE PENN'S WAY, NEW CASTLE, DE 19720

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