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Introduction Date	10/25/23
Enactment Number	23-1882
Enactment Date	10/25/2023
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**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Office of the Board of Education**

October 25, 2023

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer  
Tom Felix, Principal, Oakland International High School

Subject: Grant Agreement - Zellerbach Family Foundation - Oakland International Wellness, Equity & Belonging Project - Oakland International High School

**ACTION REQUESTED:**

Approval by the Board of Education of a Grant Agreement (G-2302-21735) by and between the Zellerbach Family Foundation, San Francisco, CA, and the District, with the latter accepting \$150,000.00, to support Oakland International High School’s project 'Oakland International High School Wellness, Equity & Belonging Project', as described in the Agreement, incorporated herein by reference as though fully set forth, via the Oakland International High School, for the period of June 1, 2023 to May 31, 2026, pursuant to the terms and conditions thereof, if any.

**BACKGROUND:**

Grant Agreement for Oakland International High School for the 2023-2026 fiscal years 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
23-2273	Yes	Grant	Oakland Unified School District, Oakland International High Schools	To support Oakland International High School’s project 'Oakland International High School Wellness, Equity & Belonging Project'.	June 1, 2023 - May 31, 2026	Zellerbach Family Foundation	\$150,000.00

**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: \$150,000.00

**RECOMMENDATION:**

Approval by the Board of Education of a Grant Award for Oakland International High School for fiscal years 2023-2026, pursuant to the terms and conditions thereof, if any.

**ATTACHMENTS:**

Grant Face Sheet  
Grant Agreement

**OUSD Grants Management Face Sheet**

<b>Title of Grant:</b> <b>Newcomer Safety and Belonging</b>	<b>Funding Cycle Dates:</b> <b>07-01-2023 to 06-30-2026</b>
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address)  <b>Zellerbach Family Foundation</b> <b>455 Market Street, Suite 2200, San Francisco, CA 94105</b> <b>415-421-2629 ext. 116</b> <b>navin.moul@zff.org</b>	<b>Grant Amount for Full Funding Cycle:</b>  <b>\$150,000.00</b>
<b>Funding Agency:</b>  <b>Zellerbach Family Foundation</b>	<b>Grant Focus:</b>  <b>Activities to support newcomer student safety and connectedness to school.</b>
<b>List all School(s) or Department(s) to be Served:</b>  <b>Oakland International High School</b>	

<b>Information Needed</b>	<b>School or Department Response</b>
How will this grant contribute to sustained student achievement or academic standards?	Newcomer students have exceptionally low cohort graduation rates and high rates of chronic absenteeism. Sustaining safe and supportive school environments in which newcomer students feel connected to school is critical for their sustained engagement, ultimate graduation, and post-secondary success.

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 4.22% 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.)	Cohort graduation rates, chronic absenteeism rates.
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 4.22% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Services are supported by an OUSD funded grant
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.)	Name/Title: Tom Felix, Principal  Site: 353 Address: Phone: (510) 898-6873 Email: tom.felix@ousd.org

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal/Administrator	Tom Felix	<i>Tom Felix</i>	
Chief Academic Officer	Sondra Aguilera	<i>Sondra Aguilera</i>	9/29/2023

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Senior Business Officer	Lisa Grant-Dawson		
Superintendent	Kyla Johnson-Trammell		

# Zellerbach

## FAMILY FOUNDATION

### GRANT AGREEMENT

This Grant Agreement (this “Agreement”) is made by and between The Zellerbach Family Foundation, a California nonprofit public benefit corporation (the “Foundation”), and Oakland Unified School District, a nonprofit corporation organized under the laws of (“Grantee”), effective as of June 6, 2023 (the “Effective Date”).

### GRANT DETAILS

**Name of Grantee:** Oakland Unified School District

**Amount of Grant:** \$150,000.00

**Project Title:** Oakland International High School Wellness, Equity & Belonging Project

**Grant Identification Number:** G-2302-21735

**Grant Period:** 36 months, from June 01, 2023 to May 31, 2026

### AGREEMENT

1. **Grant Amount and Purpose.** Subject to the terms and conditions stated herein, the Foundation agrees to grant to Grantee \$150,000.00 payable in U.S. Dollars (the “Grant”). The Grant is being made to support Grantee’s project Oakland International High School’s project Oakland International High School Wellness, Equity & Belonging Project (the “Grant Purpose”).

- a. **Disbursement.** The Grant will be disbursed in three installments upon receipt by the Foundation of a signed copy of this Agreement. Installments as follows:
  - i. **Disbursement #1** – \$50,000 shall be disbursed to Grantee upon receipt by the Foundation of a signed copy of this Agreement; and
  - ii. **Disbursement #2** – \$50,000 shall be disbursed, in the Foundation’s sole discretion, to Grantee on or around June 3, 2024, provided that Grantee has used its best efforts to further the Grant Purpose and accomplish the goals described in Section 2 below. Grantee shall provide documentation to the Foundation in advance of disbursement as requested demonstrating such. The Foundation understands that there may be a variety of reasons why certain goals may not be met and encourages Grantee to communicate any concerns with the Foundation in advance.
  - iii. **Disbursement #3** – \$50,000 shall be disbursed, in the Foundation’s sole discretion, to Grantee on or around June 2, 2025, provided that Grantee has used its best efforts to further the Grant Purpose and accomplish the goals described in Section 2 below. Grantee shall provide documentation to the

Foundation in advance of disbursement as requested demonstrating such. The Foundation understands that there may be a variety of reasons why certain goals may not be met and encourages Grantee to communicate any concerns with the Foundation in advance.

2. **Goals.** In addition to the other obligations set forth herein, including with respect to the Grant Purpose, Grantee also agrees to use its best efforts to accomplish the goals described in this Section below in furtherance of the Grant Purpose; provided, however, that the Foundation recognizes that these goals have been identified by Grantee based on its current plans and understandings, which may change over the course of the Grant Period. Should Grantee wish to modify the goals described below during the Grant Period, Grantee shall confer in advance with the Foundation regarding such desired modified goals and objectives in furtherance of the Grant Purpose.

Activities:

- The OIHS Wellness Center will continue to connect students and their families to services (such as medical care, mental health resources, and immigration legal services) and serve as a safe, supportive place staffed with competent, caring adults.
- OIHS staff will continue restorative practices to support a culture of safety and belonging as well as healing and positive connections.
- Student Wellness Ambassadors will serve as links between the students and staff, helping inform school design and decisions and lead school-wide events. These students will receive ongoing training and support from Wellness Center staff and partners.
- In addition to leading a beginning of the year Welcome Day for new students, OIHS students will take the lead on organizing multilingual “welcome circles” to support newly-enrolling OIHS students to build community, offer advice and support, answer questions, provide a school tour/scavenger hunt, and connect them to the Wellness Center and partner programs.
- OIHS will deepen and grow the Affinity Group program during the 2023-2024 school year to serve more students and communities.
- OIHS will launch a robust, re-imagined Work Based Learning program and Career Center which includes: 1) integration of career exploration and career preparation into all grade levels, via job site visits, career week presentations, and curriculum focusing on resume building and interview skills; 2) an array of relevant, supported site placements to offer hands-on, relevant work-based learning experiences off campus for OIHS 12th graders; 3) meaningful student choice; 4) a class/academic support component; 5) tailored support for working students; and 6) a dedicated staff member.
- OIHS will reimagine the school schedule to address attendance challenges and student credit needs while creating more space for students to pursue programs of interest to them in and out of school.

3. **Grant Period.** The Grant is to be expended by Grantee in furtherance of the Grant Purpose between the Effective Date and May 31, 2026 (the “Grant Period”). The Grant shall be spent in full by the end of the Grant Period unless otherwise agreed to in writing

by the Foundation. Grantee shall immediately notify the Foundation if it expects at any time that any portion of the Grant will not be spent by the end of the Grant Period, in which event the parties will meet, in person or by phone, within twenty (20) business days of such notification to discuss the status of the Grant, including without limitation any adjustments needed with respect to the end date of the Grant Period and/or to the Grant Purpose. If no adjustment to the end date of the Grant Period is agreed upon by the parties, Grantee shall repay to the Foundation any portion of the Grant which has not been spent by the end of the Grant Period.

4. **Use of Grant Funds.** Grantee shall use the Grant only for the Grant Purpose described above, shall treat the Grant as restricted for the Grant Purpose, and shall repay to the Foundation any part of the Grant that is used for any purpose other than the Grant Purpose, unless the Foundation provides prior written consent for such use. Grantee is solely responsible for: (a) all activities supported by the Grant, (b) the content of any product or service created with the Grant, and (c) the manner in which such products or services may be disseminated.

5. **Reporting.** Grantee shall make reports to the Foundation as described below, reporting on Grantee’s compliance with the terms of this Agreement and its activities in furtherance of the Grant Purpose, and providing appropriate financial reports. Reports shall be submitted to the Foundation on or before the specified due dates. At the time of executing this Agreement or as soon as possible thereafter, Grantee shall access the Foundation’s Online Grant Portal and review the information that will be required as part of its reports to the Foundation. In the case that the Foundation decides to renew the Grant, the application for the renewal grant will fulfill the narrative reporting requirement for this Grant. Grantee shall submit the following reports on the following schedule:

Report	Due Date
Interim Financial Report	06/30/2024
Interim Financial Report	06/02/2025
Final Financial Report	06/01/2026
Verbal Narrative Report	06/01/2026

6. **Recordkeeping and Accounting.** Grantee shall maintain a complete and accurate record of the Grant received and expenses incurred pursuant to this Agreement, and, if asked, shall answer questions and provide additional information, including access to books and records, to the Foundation as is reasonably necessary to verify compliance with the terms of this Agreement. Grantee shall retain such books and records for at least four (4) years after the end of the Grant Period.

7. **No Earmarking.**

a. No Earmarking for Lobbying. This Grant is not earmarked for carrying on propaganda or otherwise attempting to influence legislation within the meaning of IRC Section 4945(d)(1) (“Lobbying”). The Foundation and Grantee acknowledge



and agree that (i) there is no agreement, oral or written, that obligates Grantee to use Grant funds for Lobbying, even if Grantee's proposal or other communications between the Foundation and Grantee express an intent to use Grant funds for Lobbying, and (ii) any use of Grant funds by Grantee for Lobbying constitutes a decision of Grantee that is controlled by Grantee and made completely independently of the Foundation.

- b. No Earmarking for Re-Grants. This Grant is not earmarked for re-grant to individuals or organizations (collectively, "Re-Grants"). The Foundation and Grantee acknowledge and agree that (i) there is no agreement, oral or written, that obligates Grantee to use Grant funds for Re-Grants; (ii) there is no agreement, oral or written, whereby the Foundation may cause the selection of recipients of any Re-Grants; and (iii) any use of Grant funds by Grantee for Re-Grants in furtherance of the Grant Purpose constitutes a decision of Grantee that is controlled by Grantee in its sole discretion and made completely independently of the Foundation. If Grantee makes a Re-Grant, it shall obligate the recipient to comply with the requirements of this Agreement as appropriate. All obligations of Grantee under this Agreement shall remain in full force and effect regardless of any Re-Grant it may make.

8. **Prohibited Uses.** Notwithstanding anything to the contrary in this Agreement or any other documents relating to the Grant, Grantee shall not use any portion of the Grant for any of the following purposes: (i) to influence the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, any voter registration drive, within the meaning of IRC Section 4945(d)(2); (ii) to undertake any activity for any purpose other than a charitable, scientific, religious, literary, or educational purpose within the meaning of IRC Section 170(c)(2)(B); or (iii) 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 170(c)(1).

9. **Term and Termination.** Unless otherwise terminated as set forth herein, this Agreement shall commence on the Effective Date and continue until the end of the Grant Period. If the Foundation determines, in its reasonable discretion, that Grantee has failed to comply with or otherwise breached any term or condition of this Agreement or that the Grant Purpose has been jeopardized, the Foundation may, upon written notice to Grantee, withhold further Grant payments to Grantee and/or terminate this Agreement. Upon any termination of this Agreement, the Foundation may demand the return of all or part of the Grant funds remaining in Grantee's possession or control and/or the Grant funds spent in violation of this Agreement. In the event of such demand, Grantee shall immediately repay the requested funds to the Foundation. The Foundation shall have no liability to Grantee as a result of termination of this Agreement in accordance with this Section. The rights and obligations of the parties pursuant to Sections 5 to 9 and 12 to 15 shall survive the termination, rescission, or expiration of this Agreement.

10. **Grantee Representations, Warranties, and Covenants.** Grantee represents and warrants that it is an organization exempt from federal income tax under IRC Section 170(c)(1), and that it is classified as a public charity for federal income tax purposes under IRC Section 170(c)(1). Grantee shall use its best efforts to ensure that it remains an organization exempt from federal income tax under IRC Section 170(c)(1) and shall remain classified as a public charity for federal income tax purposes for the duration of the Grant Period. Grantee further represents

and warrants that it possesses, or will possess, all governmental franchises, licenses, certificates, permits, authorizations, and approvals necessary for it to perform its obligations under this Agreement. Grantee agrees to comply with all applicable laws, ordinances, and regulations during the Grant Period. Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by specific reference to the U.S. Internal Revenue Code

11. **Notice of Changes.** Grantee shall notify the Foundation immediately of any change in (a) Grantee's legal or tax status; (b) its executive director, or chief executive officer; (c) the address, phone number, or email of Grantee's primary contact person; (d) Grantee's name or address; and (e) circumstances that may significantly affect or impact the operation of the project or the carrying out of the Grant Purpose.

12. **Indemnity.** Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation, its officers, directors, trustees, 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 officers, directors, trustees, employees, or agents, in applying for or accepting the Grant, in expending or applying the Grant, or in carrying out any program or project funded or financed by the Grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any gross negligence or willful misconduct of the Foundation, its officers, directors, trustees, employees, or agents.

13. **Publications; License.** Upon the Foundation's request, any publications, studies, or research funded by this Grant shall be made available to the public. Grantee grants and agrees to grant to the Foundation an irrevocable, perpetual, royalty-free, nonexclusive license to copy, publish, and distribute any publications, studies, or research funded by this Grant at the Foundation's sole discretion.

14. **Publicity.** Grantee may refer to the Foundation's name when identifying its donors and supporters in public forums and when publicizing this Grant and is not required to obtain the Foundation's prior consent in doing so. Grantee acknowledges that the Foundation shall have the right to use the name and logo of Grantee in relation to this Grant and refer or link to Grantee, its website, and the Grant in its reasonable discretion in any press release, website, or other public document or announcement, including without limitation, in a general list of the Foundation's supported organizations, in the Foundation's Form 990-PF, and as otherwise required by law. Any right granted to the Foundation or Grantee to use the other party's logo or any other trademark shall be revocable, non-exclusive, and non-transferable, and such party agrees to use such logo or trademark only in accordance with any trademark usage guidelines that the other party may provide from time to time. Each party agrees, upon request, to provide samples of such party's usage of the other party's logo or trademarks, and each party agrees to terminate usage of any such logo or trademark if such usage fails to meet the other party's trademark usage guidelines, if any, or otherwise upon the other party's reasonable request

15. **Miscellaneous.**

- a. **Relationship of the Parties.** This Agreement shall not be construed as creating an agency, partnership, joint venture, or any other form of association, for tax purposes or otherwise, between the parties, and Grantee shall make no such representation to anyone. Neither party shall have any right or authority, express or implied, to

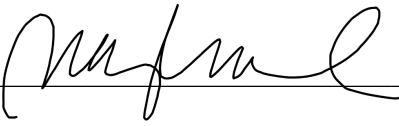
assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.


- b. Governing Law; Venue; Costs. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflict of laws provisions. The parties agree that San Francisco, California shall be the venue for any action or proceeding that may be brought under, or arise out of, in connection with, or by reason of, this Agreement. In the case of any such action or proceeding, each party shall bear its own respective related costs, expenses, and attorneys' fees.
- c. No Grant Conditions. While grant funds are restricted and intended for use for the purposes described in this Agreement, for financial accounting treatment, the grant funds shall not be deemed to be conditioned upon the accomplishment of any particular goal or metric.
- d. Assignment; No Third Party Beneficiaries. Grantee shall not and shall not have the right to assign, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the Foundation. Nothing in this Agreement, express or implied, is intended to confer on, nor shall anything herein confer on, any person other than the parties and the respective successors or permitted assigns of the parties, any rights, remedies, obligations, or liabilities.
- e. No Pledge. Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by the Foundation 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.
- f. Entire Agreement. This Agreement (including any Exhibits attached hereto which are hereby incorporated by reference) constitutes the entire agreement with respect to the subject matter hereof, and shall supersede any prior or contemporaneous oral or written agreements, understandings or communications, or past courses of dealing between the Foundation and Grantee with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by duly authorized representatives of both parties.
- g. Waiver. The waiver by either party of a breach any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement..

The undersigned certifies that he or she is a duly selected and authorized officer or representative of Grantee and that, as such, is authorized to accept the Grant on behalf of Grantee, to obligate Grantee to observe all of the terms and conditions places on the Grant, and, in connection with the Grant, to make, execute, and deliver on behalf of Grantee all grant agreements, representations, receipts, reports, and other instruments of every kind.

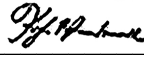
**The Zellerbach Family Foundation**

**Oakland Unified School District**

By: 

By:  Mike Hutchinson, President, Board of Education  
10/26/2023

Name: Navin Moul

Name: 

Title: Program Officer

Title: Kyla Johnson Trammell, Secretary, Board of  
Education 10/26/2023

Date: September 27, 2023

Date: \_\_\_\_\_

Approved as to form by OUSD  
Staff Attorney Lynn Wu 9/13/23

