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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

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

August 14, 2024

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer

Subject: Memorandum of Understanding Regarding Grant Funds - Sutter Bay Hospitals dba Alta Bates Summit Medical Center - Community School and Student Services Department

ACTION REQUESTED:

Ratification and acceptance by the Board of Education of a Memorandum of Understanding Regarding Grant Funds with Sutter Bay Hospitals dba Alta Bates Summit Medical Center to provide \$75,000.00 for the District to continue expansion of the Violence Prevention Program with funding a dedicated Program Manager who will serve the entire OUSD student body by developing and implementing strategic initiatives to prevent youth violence.

BACKGROUND:

Where the value of gift, grant, or bequest does not exceed the sum, adjusted annually for inflation, stated in section 20111 of the Public Contracts Code, Board Policy 3290 delegates authority to the Chief Academic Officer to accept such a gift, grant, or bequest. This Memorandum of Understanding Regarding Grant Funds to support Violence Prevention programming was accepted and executed by the Chief Academic Office on June 3, 2024, and is being sent to the Board of Education for ratification of that acceptance.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
24-1747	Yes	Grant	Oakland Unified School District Community Schools and Student Services Department	Funding a dedicated Program Manager who will serve the entire OUSD student body by developing and implementing strategic initiatives to prevent youth violence	January 1, 2024 - December 31, 2024	Sutter Bay Hospitals dba Alta Bates Summit Medical Center	\$75,000.00

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 office.

FISCAL IMPACT:

The total amount of grants will be provided to OUSD schools from the funders.

- Grants not to exceed: \$75,000.00

RECOMMENDATION:

Ratification and acceptance by the Board of Education of a Memorandum of Understanding Regarding Grant Funds for OUSD students via the Community Schools and Student Services Department for the period January 1, 2024 through December 31, 2024, pursuant to the terms and conditions thereof.

ATTACHMENTS:

Grant Management Face Sheet

Memorandum of Understanding Regarding Grant Funds

OUSD Grants Management Face Sheet

Title of Grant: ABSMC_OUSD Violence Prevention Grant Agreement_2024	Funding Cycle Dates: 01-01-2024 to 12-30-2024
Grant's Fiscal Agent: <small>(contact's name, address, phone number, email address)</small> Mindy Landmark Sutter Bay Hospitals dba Alta Bates Summit Medical Center 2000 Powell Street, 10th Floor Emeryville, CA 94608 510-869-8226 landmam@sutterhealth.org	Grant Amount for Full Funding Cycle: \$75,000.00
Funding Agency: Sutter Bay Hospitals dba Alta Bates Summit Medical Centers	Gant Focus: Violence Prevention
List all School(s) or Department(s) to be Served: District-wide	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	By reducing violence that impacts our students, our students will be more engaged in learning

<p>How will this grant be evaluated for impact upon student achievement?</p> <p>(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.)</p>	<p>Development of a Violence Prevention Strategic Plan; Increase in referrals for counseling for students impacted by violence</p>
<p>Does the grant require any resources from the school(s) or district? If so, describe.</p>	<p>Yes – Violence Prevention Program Manager will facilitate 1) coordination of individuals, programs, and divisions within District that are currently working on Violence Prevention, 2) implementation of the violence prevention strategic plan through relevant District initiatives, as well as those of the City of Oakland and Alameda County Public Health Department to ensure resources are used effectively, and 3) coordination with new strategic partnerships to support ongoing Violence Prevention work.</p>
<p>Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?</p> <p>(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.)</p>	<p>Services are supported by an OUSD funded grant</p>
<p>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.)</p>	<p>No</p>
<p>Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)</p>	<p>Name/Title: Emily Zanoli</p> <p>Site: 922</p> <p>Address:</p> <p>Phone:</p> <p>Email: emily.zanoli@ousd.org</p>

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Andrea Bustamante	<small>DocuSigned by:</small> <i>Andrea Bustamante</i> <small>888E6E89F4FE4AD...</small>	7/11/2024
Chief Academic Officer	Sondra Aguilera	<small>DocuSigned by:</small> <i>Sondra Aguilera</i> <small>8072CB8033AD408...</small>	7/12/2024

Grant Office Obtained Approval Signatures:

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

**MEMORANDUM OF UNDERSTANDING
REGARDING GRANT FUNDS**

Between

Oakland Unified School District

and

Sutter Bay Hospitals dba Alta Bates Summit Medical Center

This Memorandum of Understanding (“MOU”) dated January 1, 2024 (“Effective Date”) is by and between Oakland Unified School District (“Grantee”), a California nonprofit benefit corporation, and Sutter Bay Hospitals, a California nonprofit public benefit corporation, doing business as Alta Bates Summit Medical Center (“Grantor”).

RECITALS

WHEREAS, Grantor operates general acute care hospitals located in Antioch, Burlingame, Castro Valley, Lakeport, Novato, Oakland, Santa Cruz, San Francisco, and Santa Rosa, California; and in conjunction therewith works to further its charitable mission of enhancing the well-being of people in the communities it services.

WHEREAS, Grantee is a non-profit provider of TK-12 Public Education Services in the community.

NOW, THEREFORE, the parties agree as follows:

1. **Acceptance of Grant.** The conditions set forth in this MOU are deemed to be agreed to by the Grantee if the Grantee accepts any funds from Grantor. No payments will be released until a signed copy of the MOU is returned to Grantor.
2. **Contacts.** Each respective party designates the following person to serve as primary contact for this MOU.

Grantee Contact:

Name: Emily Zanolli

Title: Program Manager, Violence Prevention

Physical Address: 1011 Union Street, Oakland, CA 94607

Email Address: emily.zanolli@ousd.org

Grantor Contact:

Sutter Bay Hospitals dba Alta Bates Summit Medical Center

Mindy Landmark, Manager, Community Health

2000 Powell Street, 10th Floor, Emeryville, CA 94608

Mindy.Landmark@sutterhealth.org

3. **Grant Purpose.** Grantor shall award Grantee a grant to be used for the following (collectively, the “**Grant Purpose**”):

Program Name: OUSD Violence Prevention Program

Program Summary: Grantee operates the following program (the “**Program**”) which shall be supported by the funding under this MOU:

Describe Grantee’s program being funded, including services to the community and people being served.

OUSD Director of Student Support Services, in partnership with the District Superintendent and Community Schools Student Services Office, will continue to expand the Violence Prevention Program, staffed by a dedicated Program Manager who will serve the entire OUSD student body by developing and implementing strategic initiatives to prevent youth violence.

The primary activities required for the success of the program include 1) coordinating individuals, programs and divisions within OUSD that are currently working on Violence Prevention, in order to maximize cooperation and collective impact, 2) implementing the violence prevention strategic plan through all relevant district initiatives as well as those led by the City of Oakland and Alameda County Public Health Department in order to ensure all available resources are used effectively, and 3) coordinating with new strategic partnerships to support ongoing Violence Prevention work.

Grant Objectives (the “Grant Objectives”):

Describe the program objectives.

- 1) Between January 1 and December 31, 2024, serve a total of 7,899 unduplicated individuals
- 2) Between January 1 and December 31, 2024, support 10 (22%) focal elementary schools with initial implementation of their Village Response Plan.
- 3) Between January 1 and December 31, 2024, a minimum of 12 (50%) middle and high schools will demonstrate successful implementation of their Village Response Plan.
- 4) Between January 1 and December 31, 2024, provide 234 referrals (25% increase) to school-based and community-based resources.
- 5) By December 31, 2024, reduce suspensions for violence district-wide by 10%, as compared to baseline December 31, 2023 baseline of 834 suspensions for violence and weapons ((701 violence), (102 bullying/harassment), (31 weapons)).

4. **Grant Funds.** Grantor shall award Grantee the amount of \$75,000.00 to be used for the Grant Purpose (“**Grant Funds**”).

5. **Payment Schedule.** Grantor agrees to pay Grantee the Grant Funds pursuant to the following payment schedule; provided, however, that no payment amount shall be due from Grantor until and unless this MOU has been fully executed by authorized representatives of each party:

Seventy Five Thousand Dollars (\$75,000.00) due on or before July 31, 2024.

6. **Grant Period; Termination.** The term of this MOU will be from the Effective Date through 12/31/2024 (“**Grant Period**”).

7. **Reporting Requirements.** Grantor wants to know about Grantee’s accomplishments toward achieving the Grant Purpose and Grant Objectives, including changes that may have been made in objectives or in the strategy for accomplishing them, and problems encountered and whether and how they have been resolved. Grantee shall follow the reporting guidelines set forth at **Exhibit A (Reporting Guidelines)**.

Semi-Annual Report Due: July 2024 and January 2025

8. **Publicity.** Grantor is committed to improving the health of our community by supporting health programming by local grassroots and public agencies. Grantee will acknowledge Grantor as a support organization on all published materials related to the subject matter of the grant award. Grantee grants to Grantor the right and license to use Grantee’s name, logos, photos and other similar information. Grantee will submit copies of all such publicity with Grantee’s semi-annual and annual reports described in Section 7 (Reporting Requirements). **Any statement about Grantor’s policies or staff must be cleared in advance with the Grantor’s contact person listed in Section 2 (Contacts).**

9. **Budget and Use of Funds.** Grant Funds, including any interest earned on Grant Funds, must be used by the Grantee for the Grant Purpose defined in Section 3 above. Any significant changes within the final budget (i.e. greater than 10% of total grant amount) must be approved in advance by Grantor. Per IRS guidelines for community benefit reporting, please consider our contribution to your organization to be a donation that is restricted for use in carrying out your important community benefit work to serve poor and/or underserved populations by addressing one or more of the significant local community health needs.

10. **Reversion of Funds.** Grantee shall return to Grantor any Grant Funds not expended for the Grant Purpose as described above by the completion of the Grant Period, unless the parties enter into an extension of the Grant Period.

11. **Audit.** Grantor reserves the right to conduct an audit of Grant Funds including Grantee’s Program budget and expenditures as they relate to the grant, if Grantor deems an audit to be appropriate and necessary in its sole discretion.

12. **Collaboration and Communication.** The parties agree to communicate and collaborate on an as-needed basis, as mutually scheduled from time to time between the primary contacts listed in Section 2.

13. **Indemnification.** In accepting a grant from Grantor, Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Grantor and its affiliates, and its and their officers, directors, employees, representatives, agents, successors and assigns 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 the Grantee, its employees, contractors, or agents, in applying for or accepting such grant, in expending or applying the funds furnished pursuant to such grant or in carrying out the program or project to be funded or financed by such grant, except to the extent that such claims, liabilities, losses or expenses result directly from any act or omission of Grantor, its officers, directors, employees or agents.

14. **Governing Law.** This MOU shall be governed by, and construed and enforced in accordance with, the laws of the State of California without regard to any conflicts of law principles or rules that would invoke or impose the laws of any other State or jurisdiction.

15. **Dispute Resolution.** Any dispute arising out of or in connection with this MOU will be referred to and definitively resolved by binding arbitration pursuant to the California Code of Civil Procedure Section 1280, et seq., administered in accordance with the Streamlined Rules of Judicial Arbitration and Mediation Service (JAMS) applicable to commercial arbitrations. The place of arbitration will be Sacramento, California. The judgment of the arbitration tribunal will be accompanied by a written statement of the basis for such judgment and may be enforced by any court having proper jurisdiction. The provisions of this Section will not preclude the parties from seeking equitable remedies in aid of arbitration from a court of appropriate jurisdiction, and will survive the termination of this MOU.

16. **Notices.** All written notices to be given in connection with this MOU will be sufficient if sent by certified or registered mail, postage prepaid or by national overnight delivery service addressed to the party entitled to receive such notice at the address specified by such party in Section 2 (Contacts). For notices to Grantor, Grantee shall send a courtesy copy to: Sutter Health Office of the General Counsel, Attn: Vice President, Bay Area, 2000 Powell Street, 10th Fl, Emeryville, CA 94608. Either party may from time to time change its address for purpose of receipt of notice by a notice delivered in compliance with this subsection.

17. **No Waiver.** No waiver of a breach of any provision of this MOU may be construed as a waiver of any breach of any other provision. To be effective, a waiver must be in writing. No single waiver may be treated as an ongoing waiver unless expressly agreed in writing.

18. **Severability.** If any provision contained in this MOU is held to be unenforceable by an arbitrator or a court of law or equity, this MOU shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this MOU unenforceable.

19. **Entire Agreement and Modification.** This MOU and its Recitals and Exhibits constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this MOU, no modification or amendment to this MOU shall be binding upon the parties unless the same is in writing and signed by both parties.

20. **No Third Party Beneficiary.** Nothing contained in this MOU is intended nor shall it be

construed to create rights running to the benefit of third parties.

21. **Counterparts.** This MOU may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A photocopy, scanned, or electronically signed version of the executed MOU may be used as if it were the original MOU.

22. **Signatures.** By their signatures below, each of the signatories to this MOU represent that they have the authority to execute this MOU and to bind the party on whose behalf their execution is made. Please sign and return to sutteradmin@lpc-associates.com.

[Signatures on following page]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed MOU on the dates set forth below to be effective as of the Effective Date.

GRANTEE:

By: Emily Zanoli 5/10/2024
Name: Emily Zanoli Date
Title: Program Manager, Violence Prevention

GRANTOR:

By: Keri Thomas 6/3/2024
Name: Keri Thomas Date
Title: Vice President, External Affairs
Sutter Health

Approve As to Form by OUSD Legal Department

Jenine A. Lindsey 05/20/24
Jenine Lindsey, Asst. General Counsel
Interim General Counsel

Sondra Aguilera 6/3/2024
Sondra Aguilera
Chief Academic Officer

Kyla Trammel-Johnson 8/15/2024
Kyla Trammel-Johnson
Superintendent and Secretary, BOE

Benjamin Davis 8/15/2024
Benjamin Davis
President, Board of Education

EXHIBIT A REPORTING GUIDELINES

Program Data Reporting

Grantor works with LPC Consulting Associates (LPC) to support Community Health Investment partners with collecting and submitting their program data as part of the grant requirements. This data is used to learn about the reach and accomplishments of funded community benefit programs across the Sutter Health Bay Area region. Examples of the information partners are asked to report include:

- Number of individuals served
- Type and number of services provided
- Number of clients connected with other resources in the community
- Client outcomes
- Narrative outcomes related to program impact, challenges, and client stories.

Reporting Timeline

Grantor requests that partners submit their program data twice per year. The Mid-Year Report, which covers January-June, is due in July. The Year-End Report, which covers July-December, is due in January. Detailed guidelines will be emailed to partners prior to each reporting period.

Reporting System (Reporting Form)

Grantor uses a fillable reporting form to collect partner data. You will receive an email with the reporting form and will submit your Semi-Annual Reports by completing the following steps:

1. Download the reporting form and save it to your computer. **Note:** If you are reporting for multiple programs or multiple counties, please complete a separate form for each program and/or county.
2. Open the reporting form and enter information into the fillable fields.
3. Save the form as you go, so you do not lose any entered information.
4. Once your form is complete, email the completed reporting form to LPC at sutter@lpc-associates.com.

Technical Assistance

LPC can arrange a short call with you (or another member of your organization) to walk through the reporting form together and answer any questions you may have about the reporting requirements. For reporting assistance, please email sutter@lpc-associates.com.

Financial Reporting

By December 31st of each year contracted, please submit a Financial Summary report, if any Grantor Community Benefit funds remain unspent, to:

Mindy Landmark
Manager, Community Health
Mindy.Landmark@sutterhealth.org