


File ID Number	11-2815
Introduction Date	12/5/2011
Enactment Number	12-0053
Enactment Date	1/11/12
By	



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

November 16, 2011

To: Board of Education

From: Tony Smith, Superintendent
Maria Santos, Deputy Superintendent of Instruction, Leadership & Equity-in-Action
Joanna Locke, Director, Health and Wellness
Michelle Oppen, Coordinator School Health

Subject: District Submitting Grant Agreement

ACTION REQUESTED:

Approval and support by the Board of Education of District grant agreement for OUSD schools for fiscal years 2011-2012 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.

BACKGROUND:

Grant agreement for OUSD schools for the 2011-2012 fiscal year were 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
11-2815	Yes	Grant	Oakland Unified School District Elementary, Middle, and High School Sites	To provide salary of the Program Manager, Coordinator School Health and stipends for school site Wellness Champions.	10/7/11-10/6/12	S.D. Bechtel, Jr. Foundation, Stephen Bechtel Fund	\$50,000.00

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: \$50,000.00

RECOMMENDATION:

Approval and support by the Board of Education of District grant agreement for OUSD schools for fiscal year 2011-2012 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.

ATTACHMENTS:

Stephen Bechtel Fund Grant Award Letter from the S.D. Bechtel, Jr. Foundation
Grant Agreement

OUSD Grants Management Face Sheet

Title of Grant: School Wellness	Funding Cycle Dates: October 7, 2011-October 6, 2012
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Marcia Argyris, PO Box 193809 San Francisco, CA 94119-3809	Grant Amount for Full Funding Cycle: \$50,000.00
Funding Agency: S.D. Bechtel, Jr. Foundation	Grant Focus: Salary of Program Manager, Coordinated School Health and Site Wellness Champion Stipends.
List all School(s) or Department(s) to be Served: Family, Schools, and Community Partnerships Department and the following school sites: Hoover, Manzanita Community, Manzanita Seed, EnCompass, Redwood Heights, Carl Munck, Learning Without Limits, Allendale, Bella Vista, Joaquin Miller, Chabot, Community United, Korematsu, Markham, Brookfield, Place at Prescott, East Oakland Pride, Emerson, Global Family, Greenleaf, Roots/CCPA, Madison, Roosevelt, Montera, Frick, Oakland International	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	There is an established link between student academic performance and wellness (nutrition, gardening, physical education and physical activity participation). Students who have more access to healthful, nourishing food and regular, vigorous physical activity do better in school. The efforts of the Program Manager, Coordinated School Health and Site Wellness Champions are to implement elements of the OUSD School Wellness Policy and support the health of students, staff and families.
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 5.17% 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.)	Results from the California Healthy Kids Survey, Fitnessgram and Wellness School Site Assessments will be used.
Does the grant require any resources from the school(s) or district? If so, describe.	Partnerships with Nutrition Services and LCI Departments; Participation from school site staff.
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 4.25% 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.)	Michelle Oppen, Program Manager, Coordinated School Health Family, Schools, and Community Partnerships Department Brookfield Annex- 495 Jones Avenue Oakland, CA 94603

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal		<i>Michelle Opper</i>	10/13/11
Department Head (e.g. for school day programs or for extended day and student support activities)	<i>Andrea Bustamante</i>	<i>Andrea Bustamante</i>	10/13/11

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	<i>Vernon Hal</i>	<i>Vernon Hal</i>	10/17/11
Superintendent	<i>Tony Smith</i>	<i>Tony Smith</i>	

OAKLAND UNIFIED SCHOOL DISTRICT
 Office of General Counsel
 APPROVED FOR FORM & SUBSTANCE
 By: *[Signature]*
 Attorney at Law

**S. D. Bechtel, Jr. Foundation
Stephen Bechtel Fund**

Grant Agreement

<u>Organization:</u> Oakland Unified School District (the "Grantee") Brookfield Annex, 495 Jones Avenue Oakland, CA 94603	<u>Project/Program Director:</u> Ms. Michelle Oppen, (510) 879-8535
<u>Grant Amount:</u> \$50,000 (Fifty Thousand and 0/100ths)(the "Grant Amount")	<u>Grant Duration:</u> October 7, 2011 -- October 6, 2012
<u>Payment Amount and Payment Date:</u> \$50,000 October 7, 2011	<u>Grant Report(s) Due By:</u> October 6, 2012
<u>Description:</u> Funds to partially support a Program Manager of Coordinated School Health position and to provide stipends for OUSD site wellness champions, as set forth in the proposal submitted to the S. D. Bechtel, Jr. Foundation and/or the Stephen Bechtel Fund dated September 21, 2011 (the "Proposal") and as described in any relevant correspondence regarding the Proposal, all of which are incorporated by reference (collectively, the "Project").	

The following terms are agreed upon as conditions for this Grant Agreement:

1. Payment. Payments of this Grant Amount shall be made to the Grantee by either the S. D. Bechtel, Jr. Foundation or the Stephen Bechtel Fund (each alone or together, the "Grantor"). All terms of this Grant Agreement are applicable regardless of which organization provides payment. Grantee affirms that each payment received from Grantor during the Grant Duration shall satisfy the Grant Amount of \$50,000 (Fifty Thousand and 0/100ths) and shall be used exclusively to implement the purposes of the Project.
2. Purposes. Grantee shall use the entire Grant Amount, including any interest earned thereon, to implement the charitable purposes of the Project. Any portion of the Grant Amount, including any interest earned thereon, not spent at the completion of the Grant Duration shall be returned immediately to Grantor.
3. Impermissible Purposes. Grantee agrees that no portion of the Grant Amount shall be used, as defined by the Internal Revenue Code and applicable Treasury Regulations, (a) to lobby or to otherwise influence legislation, (b) to influence the outcome of any specific public election or participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, (c) to carry on, directly or indirectly, any voter registration drive, (d) to induce or encourage violations of law or public policy, (e) to cause any private inurement or improper private benefit to occur, (f) to take any action that would or reasonably could jeopardize its tax-exempt status, or (g) for any non-charitable purpose.
4. Tax-Exempt Status. Grantee warrants that, as of the date of this Grant Agreement, Grantee's tax-exempt status is valid. Grantee shall use best efforts to maintain its tax-exempt status. Grantee shall immediately notify Grantor of any events that may lead to or actually lead to a change in Grantee's tax-exempt status. Grantee acknowledges and agrees that such an event may lead to the termination of this Grant Agreement or the addition of terms, conditions or other limitations on the Grant Amount.
5. Reporting. The Grantee shall submit a Grant Report(s) to the Grantor by the date(s) specified above, or by alternative date(s) mutually agreed upon by Grantor and Grantee, in accordance with the attached Report Requirements, all of which are incorporated by reference. Grantee shall provide information about any portion of the Grant Amount that may be paid to organizations or consultants engaged in fundraising or public relations. Grantee shall notify Grantor immediately of any anticipated or actual changes in key personnel of the Grantee or the Project. Grantee acknowledges and agrees that changes in key personnel may lead to the termination of this Grant Agreement or the addition of terms, conditions or other limitations on the Grant Amount.
6. Accounts and Record Keeping. Grantee shall maintain adequate records relating to the Project in addition to all records required by the Internal Revenue Code and Treasury Regulations. Grantee shall make all records relating to the Project available for inspection by Grantor upon Grantor's request throughout the Grant Duration and for at least four (4) years after the end of the Grant Duration.
7. No Assignment or Delegation. Grantee shall not assign or otherwise transfer its rights or delegate any of its obligations under this Grant Agreement without the prior written consent of the Grantor.
8. Publicity. Grantee shall not release any public announcements or statements to the media regarding the Grantor's, any member of the Bechtel family's, or the Bechtel Group's affiliation with or contribution to the Project without the prior written consent of Grantor. Grantee shall not make any commitments for permanent recognition of any of the foregoing without the prior written consent of Grantor.
9. Insurance and Indemnification. Grantee shall maintain insurance with a reputable insurance company(ies) in such amounts and covering such risks as is prudent and is usually carried by organizations engaged in projects similar to Grantee. Grantee shall furnish Grantor with evidence of insurance on this Project upon Grantor's request. Grantee hereby agrees to indemnify, defend and hold harmless Grantor, its Officers and its employees from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that Grantor may incur as a result of

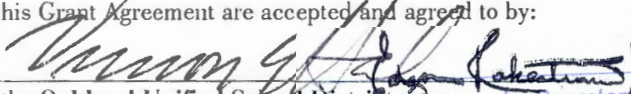

S. D. Bechtel, Jr. Foundation
Stephen Bechtel Fund


any grossly negligent or willful acts and omissions of Grantee or any of its agents or employees ensuing out of Grantee's performance of this Grant Agreement.

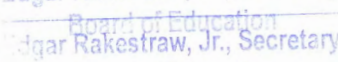
10. Future Payments. All future payments are expressly contingent upon the submission of the required Grant Report(s), the satisfactory progression of the Project as determined by Grantor, and the continued compliance with the terms of this Grant Agreement.
11. Termination and Modifications by Grantee. Grantee shall not terminate, modify or redirect the Project in any material way without the prior written consent of Grantor. Should Grantee wish to terminate, modify or redirect the Project in any material way, Grantee shall provide Grantor with a written request that includes the reason for termination, modification or redirection and detailed accounting of the use of Grant Amount spent to date. Grantor reserves the right to deny Grantee's request and terminate this Grant Agreement in its sole and absolute discretion and may demand the return of any uncommitted or unspent Grant Amount with accrued interest.
12. Termination and Modifications by Grantor. Grantor reserves the right to curtail or terminate this Grant Agreement in its sole and absolute discretion if at any time Grantor determines that the purposes of this Project, or the terms and conditions of this Grant Agreement, are not being met or will not be met. Grantor will endeavor to give Grantee reasonable written notice prior to curtailment or termination of this Grant Agreement to discuss Grantor's concerns, but the determination to continue, curtail or terminate the Grant Agreement shall remain in Grantor's sole and absolute discretion. Any unspent or uncommitted amount the Grant Amount, and any accrued interest on such amount, as of the date of Grantor's notice, as well as any amounts not used for the charitable purposes of the Project, shall be repaid to the Grantor within thirty (30) days of Grantor's notice.
13. No Waiver. Any failure to exercise a right and any delay in exercising a right under this Grant Agreement shall not be deemed a waiver of that right or any other rights by Grantor, nor shall any partial exercise of a right under this Grant Agreement preclude any additional or further exercise of any of any other right.
14. Governing Law. This Grant Agreement shall be construed in accordance with and governed by the laws of the State of California.
15. Dispute Resolution. Except as set forth in this section, Grantor and Grantee waive the right to all remedies in court, including any right to a jury trial, with respect to any claim arising out of or related to this Agreement, and any dispute or claim shall be submitted to arbitration on the written request of Grantor/Grantee after service of that request on the other organization. Any dispute submitted to arbitration pursuant to this section shall be finally and conclusively determined by arbitration conducted in San Francisco, California, before a single arbitrator in accordance with the then current rules of Judicial Arbitration and Mediation Services applying the laws of the State of California. The award or decision of the arbitrator which may include an order of specific performance, injunction, or other equitable relief shall be final and binding on all parties and enforceable in any court of competent jurisdiction. There shall be no right of appeal, except as contained in Section 1286.2 of the California Code of Civil Procedure. During the pendency of any arbitration process, each party to any arbitration shall bear its own expenses, including but not limited to such party's attorney's fees, if any. Upon conclusion of the arbitration, the arbitrator shall specify the "prevailing party" in its award and the "prevailing party" shall be entitled to prompt reimbursement of reasonable attorneys' fees and expenses incurred in connection with the arbitration.
16. Severability. In the event that a provision or parts of a provision of this Grant Agreement is deemed superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, the remaining provisions or parts of provisions shall remain in full force and effect as if the unenforceable provision or part were deleted.
17. Entire Agreement. This Grant Agreement constitutes the entire agreement between Grantor and Grantee. No oral representations or other agreements have been made by Grantor and Grantee except as stated herein. The Grant Agreement shall not be altered in any way except as herein provided, and no term or provision hereof may be waived except in writing signed by a duly authorized Officer of Grantor.

The undersigned certify that they are the duly elected and authorized Officers of Grantor/Grantee and that, was such, are authorized to enter into this Grant Agreement and to obligate the Grantor/Grantee to observe all the terms and conditions placed in this Grant Agreement, and in connection with this Grant Agreement to make, execute, and deliver on behalf of Grantor/Grantee all agreements, representations, receipts, reports and other instruments of every kind.

The terms of this Grant Agreement are accepted and agreed to by:

 on behalf of the Oakland Unified School District
 on behalf of the S. D. Bechtel, Jr. Foundation of the Stephen Bechtel Fund


Jody London
President, Board of Education

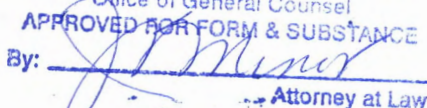

Edgar Rakestraw, Jr., Secretary
Board of Education

Senior Program Officer

October 7, 2011

Title

Date

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Attorney at Law

S. D. BECHTEL, JR. FOUNDATION
STEPHEN BECHTEL FUND
P. O. BOX 193809
SAN FRANCISCO, CA 94119-3809

MARCIA ARGYRIS
SENIOR PROGRAM OFFICER

March 22, 2011

Ms. Jane Nicholson
Executive Officer
Complementary Learning
Oakland Unified School District
495 Jones Avenue
Oakland, CA 94603

Dear Jane:

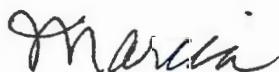
This will confirm that our foundation has \$50,000 allocated this year to support in your office:

1. Part of the salary of your Program Manger of Coordinated School Health Services
2. Site Wellness Champions
3. Other school wellness work related to these positions

I will work with your Program Manager of Coordinated School Health Services to prepare the proper documentation for this grant. We will issue the check in the August-October time period depending upon the needs of your department.

I have thoroughly enjoyed working with your team during the current school year and I look forward to creating even more impact on our students' health and fitness in the years to come.

With best wishes,



Marcia M. Argyris

STEPHEN BECHTEL FUND
P.O. BOX 193809
SAN FRANCISCO, CA 94119-3809

MARCIA ARGYRIS
SENIOR PROGRAM OFFICER

October 7, 2011

Ms. Michelle Oppen
Family, Schools and Community Partnerships
Oakland Unified School District – Brookfield Annex
495 Jones Avenue
Oakland, CA 94603

Dear Michelle:

On behalf of the Stephen Bechtel Fund, I am pleased to inform you that the Directors have approved a grant to the Oakland Unified School District in the amount of \$50,000. This grant is to be used to partially support a Program Manager of Coordinated School Health position and to provide stipends for OUSD site wellness champions, as defined in your proposal dated September 21, 2011.

We request that OUSD not take out indirect costs from this grant.

Enclosed please find the Fund's check in the amount of \$50,000 made payable to Oakland Unified School District. Also enclosed is a copy of our Grant Report Requirements, along with two copies of a Grant Agreement. Please sign and return one copy of the Agreement by October 28, 2011 and **note that the Grant Report is due by October 6, 2012.**

We wish you continued success.

Sincerely,


Marcia Argyris

Enclosures



September 21, 2011

S.D. Bechtel, Jr. Foundation
Attention: Ms. Marcia Argyris
P.O. Box 193809, San Francisco, CA 94119-3809

Dear Ms. Argyris:

We appreciate your consideration and commitment to improving the lives of our students. Please consider the following request for continued grant funding to the Family, Schools and Community Partnerships Department of the Oakland Unified School District (OUSD) in order to support school wellness. The request is for \$50,000 for the 2011-2012 school year to fund our Program Manager of Coordinated School Health position and provide stipends for OUSD site wellness champions.

Program Manager, Coordinated School Health

Housed in the Family, Schools and Community Partnerships Department at OUSD, this position strives to enhance the health of students at all schools, particularly lower resource schools, by providing technical assistance to increase access to healthy food, physical activity and safe places to play. The Program Manager oversees the implementation of the OUSD School Wellness Policy and the School Wellness Council, and supports the associated sub-committees (Nutrition, Physical Education, Gardens and Site Wellness Champion Workgroup). The Program Manager partners with OUSD departments and organizations on such projects as the School Produce Markets, Oakland Schoolyard Initiative, and the CANFIT Physical Activity Pilot Project.

The Program Manager guides the OUSD-Bechtel School-Based Health Center Wellness Champion Initiative by linking the wellness champions to resources around nutrition, physical activity and gardening. The Program Manager is the key contact for communication going to the sites and partners to organize quarterly wellness academies. In addition, the Program Manager works with the sites to pilot projects for other schools around the District.

Key overall school wellness priorities for the 2011-2012 school year include:

1. Increase School Breakfast Participation/ # of Students who eat Breakfast
2. Increase number of schools that are junk food free.
3. Create a District/ school site healthy fundraising program/ system.
4. Increase garden and garden education resources available to school sites.
5. Increase access to quality Physical Education.
6. Increase access/ education about drinking water.
7. Encourage healthy worksites for staff.
8. Develop/ improve school wellness communication tools.

Site Wellness Champions

In support of OUSD's vision to become a Full-Service Community District, a Site Wellness Champion is committed to promoting healthy eating, fitness, staff health and other health-related messages/activities to students, staff and families. The *Champion* is the site lead for implementing the District's School Wellness Policy and overall resource around school wellness programs and practices. *Champions* from participating schools throughout OUSD will also collectively form the

Site Wellness Champion Workgroup, a sub-committee to inform and participate in the OUSD School Wellness Council. This is a paid position of up to \$1,500 for the school year for OUSD and non-OUSD school sites staff (if non-OUSD, must be someone who is contracted staff at the school site already). This position can be shared between 2 staff members but a school site can not have 2 independent site wellness champions.

This funding will provide stipend payment to 10 Site Wellness Champions and additional funding from the Kaiser Permanente Community Benefits program will provide for 10 more, for a total of 20. Site Wellness Champions will be recruited from mid-end of September and begin their work in October. The program has been refined since the 2010-2011 school year and the overview/ requirements and application are attached.

Thank you again for your time and consideration. If you would like to discuss this proposal further, please contact me at 510-639-3334 or michelle.oppen@ousd.k12.ca.us. I look forward to hearing from you.

Sincerely,



Michelle Oppen
Program Manager, Coordinated School Health
Oakland Unified School District