

File ID Number	12-0769
Introduction Date	3/28/12
Enactment Number	12-0967
Enactment Date	3-29-12
By	JS



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education

To: Board of Education  
 From: Tony Smith, Superintendent  
 Vernon Mal, Deputy Superintendent  
 Jennifer LeBarre, Director

Subject: District Accepting Grant Agreement – The California Endowment Healthy School Meals Grant

**ACTION REQUESTED:**

Acceptance by the Board of Education of The California Endowment Healthy School Meals Grant Agreement.

**BACKGROUND:**

The Grant Face Sheet and grant agreement are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
	X	Grant	Oakland Unified School District Nutrition Services	The grant will fund outreach efforts for parents on meal program and wellness policy as well as professional development for Nutrition Services employees.	2/1/12-7/31/2013	The California Endowment	\$35,000

**DISCUSSION**

The District created a Grant Face Sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and a completed grant agreement 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 funder.

- Grants valued at: \$35,000

**RECOMMENDATION:**

Acceptance by the Board of Education of The California Endowment Healthy School Meals Grant. Notifications according to the terms and conditions set forth in the attached Grant Award Notification letters.

**Attachments:**

Grant Face Sheet; Grant Agreement

OUSD Grants Management Face Sheet

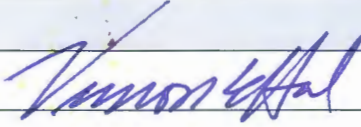

<b>Title of Grant: Healthy School Meals</b>	<b>Funding Cycle Dates: February 1, 2012-July 31, 2013</b>
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address) OUSD	<b>Grant Amount for Full Funding Cycle: \$35,000</b>
<b>Funding Agency: The California Endowment</b>	<b>Grant Focus: Healthy School Meals</b>
<b>List all School(s) or Department(s) to be Served:</b> Nutrition Services and Family, Schools, & Community Partnerships (FSCP)	

<b>Information Needed</b>	<b>School or Department Response</b>
How will this grant contribute to sustained student achievement or academic standards?	Grant will provide resources which will allow OUSD Nutrition Services to provide professional development to employees, and with FSCP conduct parent outreach about meal program and wellness policy.
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.)	The grant will be evaluated based on: <ol style="list-style-type: none"> <li>1. Number of employees who complete professional development series.</li> <li>2. Number of parents who participate in outreach efforts</li> <li>3. Increase in meal program participation</li> </ol>
Does the grant require any resources from the school(s) or district? If so, describe.	Nutrition Services will pay for staff time to participate in professional development.
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 5.17% 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.)	Jennifer LeBarre 900 High St. Oakland, CA 94601 510-434-3334 <a href="mailto:Jennifer.lebarre@ousd.k12.ca.us">Jennifer.lebarre@ousd.k12.ca.us</a>

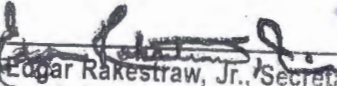
**Applicant Obtained Approval Signatures:**

<b>Entity</b>	<b>Name/s</b>	<b>Signature/s</b>	<b>Date</b>
Principal			
Department Head (e.g. for school day programs or for extended day and student support activities)			

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		3/8/12
Superintendent	Tony Smith		3/9/12

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 By: 42

Certified:  
 3/29/12  
 Edgar Rakestraw, Jr., Secretary  
 Board of Education

**THE CALIFORNIA ENDOWMENT**  
**RESTRICTED PROJECT GRANT AGREEMENT**

Oakland Unified School District

EIN 94-6000385

Grant Number 20111908

This Restricted Project Grant Agreement (“Agreement”), upon execution on behalf of Grantee in the spaces provided for signature, will evidence Grantee’s agreement with and commitment to The California Endowment (“The Endowment”) as follows:

**I. GRANTEE’S STATUS**

This grant is specifically conditioned upon Grantee’s status as an eligible grantee of The Endowment in accordance with this section. Grantee warrants and represents that it is one of the following: (a) a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and is not a private foundation as defined in Section 509(a) of the Code, (b) a governmental unit referred to in Section 170(c)(1) of the Code, or (c) a college or university that is an agency or instrumentality of a government or political subdivision of a government, or owned or operated by the same, within the meaning of Section 511(a)(2)(B) of the Code. If grantee is a Section 501(c)(3) organization described in (a), Grantee has provided The Endowment with a copy of IRS determination letter(s) evidencing its status as an eligible grantee and Grantee warrants and represents that such determination letter(s) are currently in full force and effect. Regardless of Grantee’s current tax status, Grantee will notify The Endowment immediately of any actual or proposed change in tax status.

**II. PURPOSE OF GRANT**

Healthy School Meals: To increase the availability and consumption of nutritious foods to improve the health of students in the Oakland Unified School District.

This grant is made only for the specific charitable purposes described in this Agreement. The grant funds, which includes any interest earned on the funds, may not be used for any other purpose without prior written approval from The Endowment.

**III. EXPECTED OUTCOMES OF GRANT**

1. Improve the nutritional quality of school lunch by training Oakland Unified School District Nutrition Services as evidenced by participation of 60 nutritional service employees in the 6-5-4 School Lunch Matrix , and implementation of new recipes.

2. Improve the appeal of school lunch by four community forums to 300 parents and students to the new lunch offerings where food is sampled and input is solicited.

3. Increase the participation in the Free and Reduced Meal Program as evidenced by a 5% (baseline 69.6%) in the number served in 2011-12.

4. Improve access and consumption of water during meal times as demonstrated by at least 1,200 more children in Oakland Unified.

5. Increase parent, staff and student input into school wellness policy revisions and implementation strategies based on input from no less than 20 unduplicated parents is included in Wellness Policy revision, and parents are represented at 75% of Wellness Policy planning/revision meetings held during funding period.

**IV. AMOUNT OF GRANT**

\$35,000, payable as follows.

\$35,000 upon The Endowment's receipt of this executed Agreement.

First payment is contingent upon receipt of this original signed Agreement. Subsequent payments are contingent upon compliance with this Agreement, including timely receipt of progress reports, as outlined in the Terms and Conditions of Grant Section.

**V. PERIOD OF GRANT**

Grant funds are to be applied to expenses incurred for the period from February 1, 2012 to July 31, 2013, unless otherwise agreed upon in writing by The Endowment.

**VI. TERMS AND CONDITIONS OF GRANT**

Grantee agrees that the grant is subject to the following conditions:

A. Expenditure of Grant Funds.

1. Use of Funds. Grantee must spend the grant funds only for the purposes described above.
2. Prohibited Uses. Grantee shall not use any of the funds from this grant in a manner inconsistent with Section 501(c)(3) of the Code, including:
  - a. carrying on propaganda, or otherwise attempt to, influence legislation,
  - b. influencing the outcome of any specific public election,
  - c. carrying on, directly or indirectly, any voter registration drive,
  - d. inducing or encouraging violations of law or public policy, or
  - e. causing any private inurement or improper private benefit to occur.
3. Payment of Funds to Related Parties of The Endowment. No part of these grant funds shall be paid to any director, officer, or employee (or their family members) of The Endowment for any purpose.

B. Return of Funds. Grantee shall return to The Endowment any unexpended grant funds under the following conditions:

1. If The Endowment, in its reasonable discretion, determines that the Grantee has not performed in accordance with this Agreement; or
2. Any portion of the funding is not used for grant purposes.

- C. Records, Audits, Site Visits. Funds provided by The Endowment, together with any interest thereon, shall be accounted for separately in the Grantee's books and records. A systematic accounting record shall be kept by the Grantee of the receipt and disbursement of such funds. The Grantee shall retain original substantiating documents related to restricted grant expenditures and make these records available for The Endowment's review upon request. Grantee shall be responsible for maintaining adequate financial records of this grant program. The Endowment, or a designated representative, reserves the right, upon written notice, to audit Grantee's books and records relating to the expenditure of any funds provided by The Endowment as a restricted grant.
- D. Reports. Grantee shall make a written report to The Endowment as of the end of Grantee's annual accounting period within which the grant or any portion thereof is received and all such subsequent periods until the grant funds are expended in full or the grant is otherwise terminated. Such written report shall describe in detail the use of the granted funds, compliance with the terms of the grant, and the progress made by the Grantee toward achieving the purposes for which the grant was made. Such reports shall be furnished to The Endowment within thirty (30) days after the close of the annual accounting period of the Grantee for which such reports are made. Within thirty (30) days after the use of the grant funds is completed, the Grantee must make a final written report with respect to all expenditures made from the grant funds (including salaries, travel, and supplies), and including the progress made toward the goals of the grant. All such reports must be signed by an officer of the Grantee.

The schedule of due dates for such written reports is:

Final Report: 8/31/2013

- E. Budgets. Expenditures of grant funds must be made substantially in accordance with the grant budget, which is attached as Exhibit A. Grantee is allowed up to 100 percent flexibility between the Personnel and Non-Personnel categories, and 100 percent line-item flexibility within those categories, without prior approval, except for changes to or additions of employee benefits or indirect costs or any capital expenditure, consultant cost or incentive.
- F. Licensing and Credentials. The Grantee hereby agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this grant.
- G. Management and Organizational Changes. The Grantee agrees to provide immediate written notice to The Endowment if significant changes or events occur during the term of this grant which could potentially impact the progress or outcome of the grant, including, without limitation, changes in the Grantee's management personnel or losses of funding.
- H. Public Reporting. The Grantee agrees to disseminate to the public, by using established channels of communication, pertinent information relating to the results, findings, or methods developed through this grant.
- I. 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 as The Endowment may establish from time to time.

Grantee grants to The Endowment an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.

- J. Knowing Assumption of Obligations. Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the Code. Grantee agrees that if Grantee has any doubts about its obligations under this Agreement, including those incorporated by reference to the Code, Grantee will promptly contact The Endowment or legal counsel.
- K. Terrorist Activity. The Grantee agrees that it will use the grant funds in compliance with all applicable anti-terrorists financing and asset control laws, regulations, rules, and executive orders, including, but not limited to the USA Patriot Act of 2001 and Executive Order 13224.
- L. Identification of The Endowment. Grantee shall ensure that The Endowment is clearly identified as a funder or supporter of Grantee in all published material relating to the subject matter of the grant. Grantee shall list The Endowment as a funder or supporter in its annual report (if any). All proposed Grantee external communications regarding The Endowment shall be submitted first to The Endowment for its review and approval.
- M. The Endowment Letterhead and Logo. Use of The Endowment letterhead or logo is prohibited without prior written consent from the Communications Department of The Endowment.
- N. Subgrantees. With regard to the selection of any subgrantees to carry out the purposes of this grant, Grantee retains full discretion and control over the selection process, acting completely independently of The Endowment. There is no agreement, written or oral, by which The Endowment may cause Grantee to choose any particular subgrantee.
- O. 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. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
- P. No Waivers. The failure of The Endowment to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
- Q. No Further Obligations by The Endowment. This grant is made with the understanding that The Endowment has no obligation to provide other or additional support or grants to the Grantee.
- R. Remedies. If The Endowment determines, in its reasonable discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, The Endowment 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 Endowment may demand the return of all or part of the grant funds not properly spent or committed to third parties, which Grantee shall immediately repay to The Endowment. The Endowment may also avail itself of any other remedies available by law.

- S. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless The Endowment, 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 Endowment, its officers, directors, employees, or agents.
- T. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
- U. Entire Agreement; Amendments and Modifications. This Agreement constitutes the entire agreement of the parties with respect to its subject matter supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties.
- V. Governing Law. This Agreement shall be governed by the laws of the State of California.



**VII. ACCEPTANCE OF AGREEMENT**

The Endowment reserves the right to withhold or suspend payments of grant funds if the Grantee fails to comply strictly with any of the terms and conditions of this Agreement.

If this Agreement correctly sets forth your understanding and acceptance of the arrangements made regarding this grant, please countersign and return to The Endowment.

“THE ENDOWMENT”

“GRANTEE”

**THE CALIFORNIA ENDOWMENT**, a California nonprofit public benefit corporation.

**OAKLAND UNIFIED SCHOOL DISTRICT**

By:	<u>DocuSigned by: B. Kathlyn Mead 1361F572E2AE4C5...</u>	By:	<u>DocuSigned by: Maria Santos BD137119DD5042...</u>
Name:	<u>B. Kathlyn Mead</u>	Name:	<u>Maria Santos</u>
Title:	<u>Executive Vice President and COO</u>	Title:	<u>Deputy Superintendent</u>
Date:	<u>2/7/2012</u>	Date:	<u>2/24/2012</u>

Jody London 3/29/12  
 Jody London  
 Superintendent of Education

Edgar Rakestraw, Jr. 3/29/12  
 Edgar Rakestraw, Jr., Secretary  
 OAKLAND UNIFIED SCHOOL DISTRICT  
 Board of Education  
 Office of General Counsel  
 APPROVED FOR FORM & SUBSTANCE  
 By: [Signature]  
 Attorney at Law

20111908, Oakland Unified School District

	Total Project Budget		Request to The California Endowment		Approved Budget (section to be completed by TCE staff)	
	Year 1	Total	Year 1	Total	Year 1	Total
<b>Personnel</b>						
Quarterly Managers & Cooks extra time for 6-5-4 Recipe Training	5,000	5,000		0		0
OUSD Catering Department Staff Time for Wellness Policy Community Engagement Dinner Serving and Preparation	1,000	1,000		0		0
Benefits @ %		0		0		0
<b>Total Personnel</b>	<b>6,000</b>	<b>6,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Non-Personnel</b>						
<b>Operating Costs</b>						
Food & supplies for recipe training	900	900	0	0		0
Food & supplies for community engagement events	2,000	2,000	1,000	1,000	1,000	1,000
Materials Development & Duplication	1,000	1,000	1,000	1,000	1,000	1,000
<b>Total Non-Personnel</b>	<b>3,900</b>	<b>3,900</b>	<b>2,000</b>	<b>2,000</b>	<b>2,000</b>	<b>0</b>
<b>Direct Costs</b>	<b>9,900</b>	<b>9,900</b>	<b>2,000</b>	<b>2,000</b>	<b>2,000</b>	<b>2,000</b>
<i>Indirect Costs @ 4.25% (rent excluded)</i>	<i>421</i>	<i>421</i>	<i>85</i>	<i>85</i>	<i>85</i>	<i>85</i>
<b>Total Direct and Indirect</b>	<b>10,321</b>	<b>10,321</b>	<b>2,085</b>	<b>2,085</b>	<b>2,085</b>	<b>2,085</b>
<b>Other Costs</b>						
<b>Subcontracts</b>						
Center for Ecoliteracy	15,285	15,285	14,715	14,715	14,715	14,715
Facilitators for Wellness Policy Review & Input Process	5,000	5,000	5,000	5,000	5,000	5,000
<b>Capital &amp; Equipment</b>						
Hydration Stations	20,400	20,400	10,200	10,200	10,200	10,200
Storage cabinets	6,000	6,000	3,000	3,000	3,000	3,000
<b>Total Other Costs</b>	<b>46,685</b>	<b>46,685</b>	<b>32,915</b>	<b>32,915</b>	<b>32,915</b>	<b>32,915</b>
<b>Grand Total</b>	<b>57,006</b>	<b>57,006</b>	<b>35,000</b>	<b>35,000</b>	<b>35,000</b>	<b>35,000</b>

Annual Organizational budget	16,500,000	16,500,000	16,500,000	16,500,000	16,500,000	16,500,000
% of organizational budget	0%	0%	0%	0%	0%	0%
% of project budget			61%	61%	61%	61%

**WORK PLAN 20111908**  
Oakland Unified School District

Healthy School Meals: To increase the availability and consumption of nutritious foods to improve the health of students in Oakland Unified School District.

Activities/Objective and Indicators	Outcomes and Indicators	Timeline
<ul style="list-style-type: none"> <li>a. Identify staff for participation in training</li> <li>b. Schedule training commitments for staff</li> <li>c. Assess school lunch program at all school levels (k-12) and develop a baseline</li> </ul>	1. Improve the nutritional quality of school lunch by training Oakland Unified School District Nutrition Services as evidenced by participation of 60 nutritional service employees in the 6-5-4 School Lunch Matrix , and implementation of new recipes.	Months 1 - 18
<ul style="list-style-type: none"> <li>a. Identify parents from target schools for forums and partner with Champions for Change parent nutrition education group, All City Council, school site youth health leadership and peer education groups, wellness champions and other student and parent groups,</li> <li>b. Develop mechanisms to get parents and student input to help redesign lunch offerings</li> </ul>	2. Improve the appeal of school lunch by four community forums to 300 parents and students to the new lunch offerings where food is sampled and input is solicited	Months 10 - 18
<ul style="list-style-type: none"> <li>a. Improve the appeal of school lunch by promoting the new menus and underlying philosophy through</li> </ul>	3. Increase the participation in the Free and Reduced Meal Program as evidenced by a 5% (baseline 69.6%) in the number served in 2011-12;	Months 10 - 18
<ul style="list-style-type: none"> <li>a. Identify 6 schools current out-of-compliance with SB1413 and Healthy Hunger Free Kids Act by purchasing and installing 15-gallon cool water dispensers at each school site cafeteria</li> <li>b. Develop a youth generated campaign to promote water consumption,</li> <li>c. Feedback collected from youth groups at their meetings reflects that the campaign has resonated with students and that the appeal of mealtime water consumption is rising</li> </ul>	4. Improve access and consumption of water during meal times as demonstrated by at least 1,200 more children in Oakland Unified	Months 1 - 18

<p>a. Recruit and coordinate Champions for Change parent nutrition education group, All City Council, youth health leadership and peer education groups, principals, teachers, nurses, clerical staff, school based health center staff, after school program staff, wellness champions and other student and parent groups.</p> <p>b. Strengthen district and school level commitment to nutrition, physical activity, health and wellness by revising the district's School Wellness Policy in compliance with recommendations from the USDA</p> <p>c. Develop mechanisms to monitor and track progress in the district's School Wellness Policy in compliance with recommendations from the USDA</p>	<p>5. Increase parent, staff and student input into school wellness policy revisions and implementation strategies based on input from no less than 20 unduplicated parents is included in Wellness Policy revision, and parents are represented at 75% of Wellness Policy planning/revision meetings held during funding period</p>	<p>Month 1-18</p>
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