

File ID Number	14-1058
Introduction Date	6/11/14
Enactment Number	14-0989
Enactment Date	6/11/14
By	<i>[Signature]</i>



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

June 25, 2014

To: Board of Education

From: Gary Yee, Superintendent  
 Vernon Hal, Deputy Superintendent, Business & Operations *VPH*  
 Curtiss Sarikey, Associate Superintendent of Family, Schools, and Community Partnerships  
 Joanna Locke, Director, Health and Wellness

Subject: District Acceptance of Grant Award - S.D. Bechtel, Jr. Foundation, Stephen Bechtel Fund

**ACTION REQUESTED:**

Acceptance by the Board of Education of Grant Award from the S.D. Bechtel, Jr. Foundation, Stephen Bechtel Fund, to support the salary of the Wellness Program Manager position and Site Wellness Champion Program Support at OUSD elementary schools with at least 50% of students qualifying for free/reduce lunch for fiscal years 2014-2016 in the amount of \$150,000.00, pursuant to the terms and conditions thereof.

**BACKGROUND:**

Grant award for OUSD elementary schools for the 2014-16 fiscal years was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
14-1058	Yes	Grant	Oakland Unified School District Elementary Schools with at least 50% of students qualifying for Free/Reduced Lunch.	To support the salary of the Wellness Program Manager position and Site Wellness Champion Program Support	July 1, 2014 through June 30, 2016	S. D. Bechtel, Jr. Foundation, Stephen Bechtel Fund	\$150,000.00 (\$100,000.00 for FY 2014-2015 and \$50,000.00 for FY 2015-2016)

**DISCUSSION:**

The District created a Grant Face Sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to
- 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 grant value will be provided to OUSD school from the funders.

- Grants valued at: \$150,000.00

**RECOMMENDATION:**

Acceptance by the Board of Education of Grant Award from S.D. Bectel, Jr. Foundation, Stephen Bechtel Fund, for OUSD elementary schools for fiscal years 2014-2016 to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof.

**ATTACHMENTS:**

Grants Management Face Sheet

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

Grant Agreement, Summary of Terms

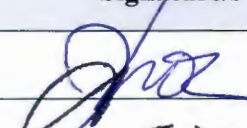
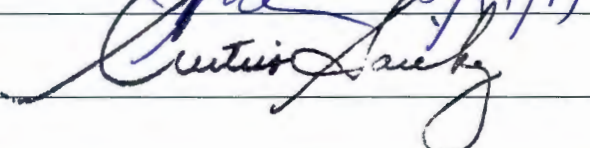
OUSD Grants Management Face Sheet

<b>Title of Grant:</b> OUSD Site Wellness Champion Initiative	<b>Funding Cycle Dates:</b> July 1, 2014-June 30, 2016
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address) Marcia Argyris P.O. Box 193809 San Francisco, CA 94119-3809	<b>Grant Amount for Full Funding Cycle:</b> \$100,000.00 for FY 2014-2015 \$ 50,000.00 for FY 2015-2016 for a total amount of \$150,000.00
<b>Funding Agency:</b> Stephen D. Bechtel, Jr. Foundation	<b>Grant Focus:</b> Salary of Program Manager, Wellness Site Wellness Champion Program Support
<b>List all School(s) or Department(s) to be Served:</b> OUSD elementary schools with at least 50% of students qualifying for Free/Reduced Lunch.	

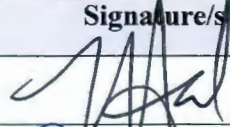
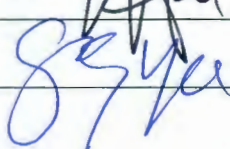
Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	There is an established link between student academic performance and wellness (nutrition, gardening, physical education and physical activity participation). Students who have more access to healthful, nourishing food and regular, vigorous physical activity do better in school. The efforts of the Program Manager, Wellness 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 School Wellness Site Inventories, Wellness Champion Activity Logs and Site Wellness Council Minutes.
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 5.17% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Yes
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, Wellness Health & Wellness Family, School, and Community Partnerships Department 746 Grand Avenue Oakland, CA 94610 510-273-1676 Michelle.oppen@ousd.k12.ca.us



**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal	Joanna Locke		8/19/14
Department Head (e.g. for school day programs or for extended day and student support activities)	Curtiss Sarikey		

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Superintendent	Gary Yee		

LAUREN B. DACHS  
PRESIDENT

May 16, 2014

Dr. Gary Yee  
Interim Superintendent  
Oakland Unified School District  
1000 Broadway, Suite 680  
Oakland, CA 94607

Dear Dr. Yee:

I am pleased to inform you that the Board of Directors of the S. D. Bechtel, Jr. Foundation and the Stephen Bechtel Fund has approved a grant to the Oakland Unified School District on behalf of the Family, Schools and Community Partnerships Department in the amount of **\$150,000** over 24 months. This grant is to merge the Bechtel Wellness Champions Initiative with the OUSD Site Wellness Champion Initiative to ensure higher impact and long term sustainability, as defined in your proposal dated May 16, 2014. As you are aware, this will be the Foundation's final grant to support this specific purpose.

Please have an officer, director, or trustee sign and date the enclosed Grant Agreement and retain a copy for your records. The Foundation's preference is for the Grant Agreement to be returned electronically as a scanned copy to: [grants@sdbjrfoundation.org](mailto:grants@sdbjrfoundation.org) or the signed original can be sent to the Foundation's mailing address below to the attention of Grants Management.

The Foundation will make an initial grant payment upon receipt of the signed Grant Agreement. Subsequent payments are subject to receipt and review of grant reports as outlined in the Grant Agreement. Payments may be made by either the S. D. Bechtel, Jr. Foundation or the Stephen Bechtel Fund.

Please note the Agreement states that no public announcements or statements to the media about the Foundation's affiliation with, or contribution to, the grantee's project may be made without the Foundation's written consent.

Your contacts at the Foundation for this grant will be Program Director, Marcia Argyris, and Program Associate, Jennifer Kong. Please refer to the enclosed Grant Agreement for payment and reporting schedules. Your reports and any questions about this grant should be submitted by email to [margyris@sdbjrfoundation.org](mailto:margyris@sdbjrfoundation.org) and [jkong@sdbjrfoundation.org](mailto:jkong@sdbjrfoundation.org).

Sincerely,

*Lauren B. Dachs*

Lauren B. Dachs



## GRANT AGREEMENT

### SUMMARY OF TERMS

**Grantee:** Oakland Unified School District

**Amount:** \$150,000

**Purpose:** Funds to merge the Bechtel Wellness Champions Initiative with the OUSD Site Wellness Champion Initiative to ensure higher impact and long term sustainability.

**Duration:** September 1, 2014 – August 31, 2016

<b>Payment Schedule:</b>	<b>Amount</b>	<b>Schedule Date</b>
	\$100,000	September 2014
	\$50,000	September 2015

<b>Reporting Schedule:</b>	<b>Type</b>	<b>Due By</b>
	Interim Report	August 31, 2015
	Final Report	August 31, 2016

The following terms, conditions and representations are agreed upon by the S. D. Bechtel Jr. Foundation or the Stephen Bechtel Fund (each alone or together, the "*Grantor*") and **Oakland Unified School District** (the "*Grantee*"):

1. **Purposes.** Grantee shall use the entire amount of \$150,000 (the "*Grant Amount*"), including any interest earned thereon, to implement the purpose of the grant as described above and as set forth in the proposal submitted to the S. D. Bechtel, Jr. Foundation and/or the Stephen Bechtel Fund dated May 8, 2014 (the "*Proposal*") and as described in any relevant correspondence regarding the Proposal, all of which are incorporated by reference (collectively, the "*Grant*"). Any portion of the Grant Amount not spent or committed at the completion of the Grant Duration, including any interest earned thereon, shall be returned immediately upon Grantor's request.
2. **Impermissible Purposes.** Grantee agrees that no portion of the Grant Amount shall be used (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, as defined by the Internal Revenue Code and applicable Treasury Regulations. Grantee also acknowledges that Grantor has not designated use of funds or directed activities for purposes of any attempt to influence legislative or administrative action as defined by the California Political Reform Act.
3. **Subgrantees/Subcontractors.** Grantee shall retain full discretion and control over the selection of any subgrantees or subcontractors to carry out Grantee's charitable purposes and acknowledges that all subgrantees or subcontracts act independently of the Grantor. Grantee and Grantor acknowledge that there is no agreement, oral or written, by which Grantor may cause Grantee to choose any particular subgrantee or subcontractor. Grantee shall require that any subgrantee or subcontractor be subject to the requirements of Paragraphs 4 and 5 of this Agreement. All obligations of Grantee under such Paragraphs shall remain in full force and effect.
4. **Publicity.** Grantee shall not use the Grantor's name or logo in any written materials, public announcements or other media, including but not limited to press releases, brochures, website content and social media, regarding the Grantor's, any member of the Bechtel family's, or the Bechtel Group's affiliation with or contribution to the *Grant*, 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. When Grantee becomes aware of any press coverage or other media of the Grant, Grantee shall notify the Grantor on a timely basis, even if the coverage or media does not mention the Grantor.




5. **Marks.** Grantee shall not use Grantor's Marks without Grantor's prior written consent in accordance with Paragraph 4. Upon receiving prior written consent from the Grantor in accordance with Paragraph 4, Grantee shall use Grantor's Marks exactly as instructed.
6. **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. 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 and shall be used exclusively to implement the purposes of the Grant set forth in Paragraph 1.
7. **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. Upon request, 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.
8. **Accounts and Record Keeping.** Grantee shall maintain adequate records relating to the Grant in addition to all records required by the Internal Revenue Code and Treasury Regulations. Grantee shall make all records relating to the Grant available for inspection by Grantor upon Grantor's request throughout the Grant Duration and for at least three (3) years after the end of the Grant Duration.
9. **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, and Grantee shall immediately notify Grantor of any events that may lead to or actually lead to a change in Grantee's tax-exempt status or change in classification. 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.
10. **Key Personnel.** Grantee shall notify Grantor immediately of any anticipated or actual changes in key personnel of the Grantee or the Grant. 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.
11. **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.
12. **Insurance.** Grantee shall maintain insurance with a reputable insurance company(ies) or self-insure in such amounts and covering such risks as is prudent and is usually carried by organizations engaged in Grants similar to Grantee. Grantee shall furnish Grantor with evidence of insurance on this Grant upon Grantor's request.
13. **Termination and Modifications by Grantee.** Grantee shall not terminate, modify or redirect the Grant in any material way without the prior written consent of Grantor. Should Grantee wish to terminate, modify or redirect the Grant 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. If Grantee terminates, modifies or redirects the Grant without Grantors written consent, Grantor may terminate this Grant Agreement and demand the return of any uncommitted or unspent Grant Amount with accrued interest.
14. **Termination and Modifications by Grantor.** Grantor reserves the right to curtail or terminate this Grant Agreement if Grantor reasonably determines that the purposes of this Grant, or the terms and conditions of this Grant Agreement, are not being met or will not be met. Grantor will provide reasonable written notice prior to modification or termination of this Grant Agreement to discuss Grantor's concerns. Should Grantor wish to modify or terminate this Grant Agreement, Grantee shall return any portion of the Grant Amount not spent or committed at the time of Grantor's notice, including any interest earned thereon, as well as any amounts not used for the charitable purposes of the Grant, within thirty (30) days of Grantor's notice.
15. **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.
16. **Governing Law.** This Grant Agreement shall be construed in accordance with and governed by the laws of the State of California.



17. **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.
18. **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.
19. **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 terms of this Grant Agreement are accepted and agreed to by:

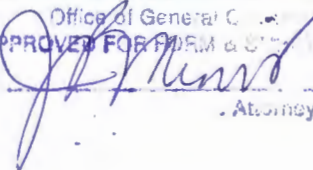
David Kakishiba  
 on behalf of Oakland Unified School District  
 President, Board of Education

  
 on behalf of the S. D. Bechtel, Jr. Foundation  
 or the Stephen Bechtel Fund

Title \_\_\_\_\_ Date \_\_\_\_\_

President \_\_\_\_\_ May 16, 2014 \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_

Gary Yee, Ed.D.  
 Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT  
 Office of General Counsel  
 APPROVED FOR FORM & SUBSTANCE  
 BY:   
 \_\_\_\_\_, Attorney at Law