

File ID Number	12-2815
Introduction Date	11-14-12
Enactment Number	12-2818
Enactment Date	11-14-12
By	[Signature]



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

November 14, 2012

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 2012-2013 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 2012-2013 fiscal year were 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
12-2815	Yes	Grant	Oakland Unified School District Elementary School Sites	To provide funds for the After School Wellness Learning Community and District Wide Nutrition, Garden and Physical Education School Day Professional Development Series.	9/28/2012-9/27/2013	S.D. Bechtel, Jr. Foundation, Stephen Bechtel Fund	\$60,000.00

**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: \$60,000.00

**RECOMMENDATION:**

Approval and support by the Board of Education of District grant agreement for OUSD schools for fiscal year 2012-2013 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

Letter of Proposal

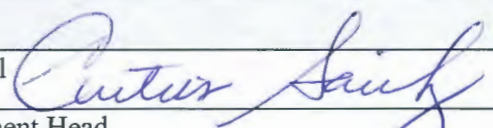
OUSD Grants Management Face Sheet

<b>Title of Grant: School Wellness</b>	<b>Funding Cycle Dates: September 28, 2012-September 27, 2013</b>
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address) Marcia Argyris, PO Box 193809, San Francisco, CA 94119-3809	<b>Grant Amount for Full Funding Cycle: \$60,000</b>
<b>Funding Agency: S.D. Bechtel, Jr. Foundation</b>	<b>Grant Focus: After School Wellness Learning Community and District Wide Nutrition, Garden and Physical Education School Day Professional Development Series.</b>
<b>List all School(s) or Department(s) to be Served:</b> For the After School Wellness Learning Community, the following school sites will be served: Sankofa, Martin Luther King, Horace Mann, Garfield, Bret Harte, Acorn Woodland, Encompass, East Oakland Pride, Allendale, Bella Vista, Brookfield, Carl B. Munck, Community United, Franklin, Glenview, Global Family, Greenleaf, La Escuelita, Lincoln, Manzanita Community, Place at Prescott, Manzanita Seed, Sequoia and Sobrante Park Schools. For the School Day Wellness Professional Development Series, all school sites will be targeted.	

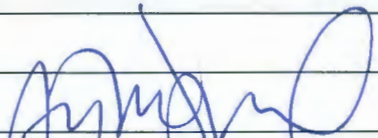
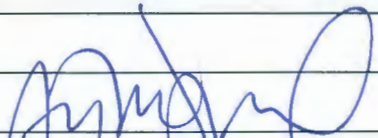
<b>Information Needed</b>	<b>School or Department Response</b>
How will this grant contribute to sustained student achievement or academic standards?	There is an established link between student academic performance and wellness (nutrition, gardening, physical education and physical activity participation). Students who have more access to healthful, nourishing food and regular, vigorous physical activity do better in school. This project will help to better identify, access and coordinate existing wellness resources, strengthen skills and create a larger network of future wellness advocates at after school programs throughout school sites in Oakland. The school day professional development series will enable school site staff to understand content standards around health and physical education as well as how to teach and link these areas in a meaningful, successful way.
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.)	Pre and post surveys and attendance records for participants in the After School Wellness Learning Community. The organization, Public Profit, will lead the evaluation component for this project. Surveys and attendance records for participants in the School Day Professional Development Series will be implemented.. Data will also be compared from CitySpan, California Healthy Kids Survey and Fitnessgram.
Does the grant require any resources from the school(s) or district? If so, describe.	Partnerships with LCI Department; 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.)	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

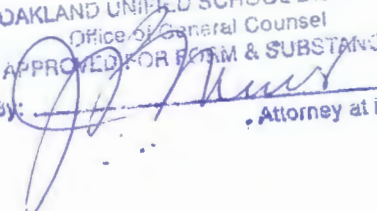
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Michelle Oppen, Program Manager, Coordinated School Health Family, Schools, and Community Partnerships Department Lakeview Campus, 746 Grand Avenue Oakland, CA 94610
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**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal Department Head (e.g. for school day programs or for extended day and student support activities)	Curtiss Sarvey		10/31/2012

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Superintendent	Tony Smith		11/2/12

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

File ID Number: 12-2815  
 Introduction Date: 11-14-12  
 Enactment Number: 12-2818  
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 By: 

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

**Grant Agreement**

<p><u>Organization:</u>  <b>Oakland Unified School District</b> (the “<i>Grantee</i>”)          Family, Schools and Community Partnerships          Lakeview Campus, 746 Grand Avenue          Oakland, CA 94610</p>	<p><u>Project/Program Director:</u>          Ms. Michelle Oppen          Program Manager, Coordinated School Health          510-273-1676          Michelle.oppen@ousd.k.12.ca.us</p>
<p><u>Grant Amount:</u>          \$60,000 (Sixty Thousand and 0/100ths)(the “<i>Grant Amount</i>”)</p>	<p><u>Grant Duration:</u>          September 28, 2012 -- September 27, 2013</p> <p><u>Grant Report(s) Due By:</u>          September 27, 2013</p>
<p><u>Description:</u>          Funds for increasing wellness resources and wellness advocates at after-school programs throughout school sites in Oakland, as set forth in the proposal submitted to the S. D. Bechtel, Jr. Foundation and/or the Stephen Bechtel Fund dated September 6, 2012 (the “<i>Proposal</i>”) and as described in any relevant correspondence regarding the Proposal, all of which are incorporated by reference (collectively, the “<i>Project</i>”).</p>	

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 \$60,000 (Sixty 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,

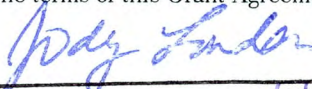
**S. D. Bechtel, Jr. Foundation  
Stephen Bechtel Fund**

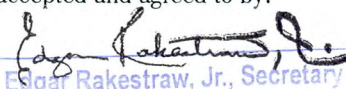
liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that Grantor may incur as a result of any grossly negligent or willful acts and omissions of Grantee or any of its agents or employees ensuing out of Grantee's performance of this Grant Agreement.

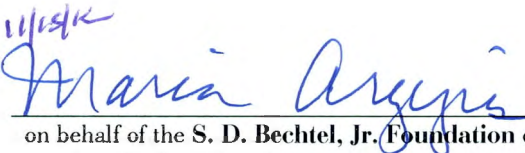
10. Future Payments. All future payments are expressly contingent upon the submission of the required Grant Report(s), the satisfactory progression of the Project as determined by Grantor, and the continued compliance with the terms of this Grant Agreement.
11. Termination and Modifications by Grantee. 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:

  
\_\_\_\_\_  
Jody London  
on behalf of the Oakland Unified School District  
President, Board of Education

  
\_\_\_\_\_  
Edgar Rakestraw, Jr., Secretary  
Board of Education

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

Senior Program Officer                      September 28, 2012

Title                      OAKLAND UNIFIED SCHOOL DISTRICT                      Date

Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE

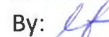
By:   
\_\_\_\_\_  
Attorney at Law

File ID Number: 12-2815

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By: 

MARCIA ARGYRIS  
SENIOR PROGRAM OFFICER

September 28, 2012

Ms. Michelle Oppen  
Program Manager, Coordinated School Health  
Family, Schools, and Community Partnerships (FSCP)  
Oakland Unified School District  
Lakeview Campus, 746 Grand Avenue  
Oakland, CA 94610

Dear Michelle:

I am pleased to inform you that the Board of Directors of the S. D. Bechtel, Jr. Foundation and the Stephen Bechtel Fund have approved a grant to the Oakland Unified School District in the amount of \$60,000. This grant is to be used for increasing wellness resources and wellness advocates at after-school programs throughout school sites in Oakland, as defined in your proposal dated September 6, 2012.

A check in the amount of \$60,000 made payable to the Oakland Unified School District is enclosed. Also enclosed is our Grant Agreement. **Please sign this Agreement and return this signed original to us by mail by October 12, 2012.**

Please take note of Paragraph 8 of the Agreement which 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.

Also enclosed is a copy of our Grant Report Requirements. **Please note that a Grant Report on the use of these funds will be due by September 27, 2013.**

We wish you continued success.

Sincerely,



Marcia Argyris

Enclosures

**Stephen Bechtel Fund**  
P.O. Box 193809  
San Francisco, CA 94119-3809

Wells Fargo Bank  
Private Banking  
San Francisco, CA 94163  
11-4288-1210

000979

000979

DATE  
9/28/2012

CHECK AMOUNT  
\$60,000.00

PAY Sixty Thousand exactly\*\*\*\*\*

TO THE ORDER OF: Oakland Unified School District

*El. W.*  
AUTHORIZED SIGNATURE  
*Patricia W. Kercher*  
AUTHORIZED SIGNATURE

Security features included. Details on back.





OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

September 6, 2012

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 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 \$60,000 for the 2012-2013 school year to fund the OUSD After School Wellness Learning Community and the OUSD School Day Wellness Professional Development Series.

The funding for these projects will help move OUSD forward in becoming a Full-Service Community School District and elevating the importance of health and wellness. The projects also offer the opportunity for internal collaboration and capacity building via the partnership of the Family, Schools and Community Partnership and the Leadership, Curriculum and Instruction Departments. And, overall increased participation from school site staff in these programs will lead to increased health benefits of the students at these school sites.

Please see attached proposal including project descriptions, budget and budget justification. Thank you again for your time and consideration. If you would like to discuss this proposal further, please contact me at 510-273-1676 or [michelle.oppen@ousd.k12.ca.us](mailto:michelle.oppen@ousd.k12.ca.us). I look forward to hearing from you.

Sincerely,

*Michelle Oppen*

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

## **OUSD School Wellness Learning Proposal to the S.D. Bechtel, Jr Foundation**

To promote Oakland Unified School District's (OUSD) vision of becoming a Full-Service Community School District, the Family, Schools and Community Partnerships Department (Health & Wellness Unit and After School Programs Office) and the Leadership, Curriculum and Instruction Department are partnering to request funding to support the *OUSD After School Wellness Learning Community* and the *OUSD School Day Wellness Professional Development Series*.

### **OUSD After School Wellness Learning Community**

**(Proposal Request- \$45,000)**

#### ***Project Overview***

The OUSD After School Wellness Learning Community started in 2010-2011 and continued during 2011-2012 in order to better identify, access and coordinate existing wellness resources, strengthen skills and create a larger network of future wellness advocates at after school programs throughout school sites in Oakland. For the first two years of the project, the S.D. Bechtel, Jr. Foundation provided funding to a local non-profit, CANFIT, to lead the program. After two years of project success and expansion of OUSD wellness staffing, the program is ready to change direction and operate directly within the OUSD infrastructure.

The evaluations from the past 2 years, led by Public Profit, provided valuable information about the successes of the program, as well as areas of growth. For example, in 2011-2012, all participants felt that they developed their capacity to identify and access resources to better support youth. In addition, compared to survey results from the first meeting, results from the last meeting demonstrated 50% more participants felt that they had strong knowledge of the California After School Physical Activity Guidelines. Some key next steps identified through the evaluation process include: continuing opportunities for sharing practices, increased communication and ensuring consistent participation. All of these steps will be integrated into the 2012-2013 program.

The After School Wellness Learning Community will begin in September 2012 and engage up to 50 Oakland elementary, middle and high school after school programs, which is an expansion of the previous program that targeted 20 sites. As there are eighty-four programs operating in Oakland for the 2012-2013 school year, this project will target sixty-eight percent of the total number of programs. All after school programs at OUSD are run in partnership with local community-based organization (CBO) partners, lending to a strong connection with the community surrounding the school. Participants from these CBO's will apply to join one of three tracks: Nutrition and Cooking; School Gardens; and Physical Activity. Led by the OUSD Nutrition Education Teacher on Special Assignment (TSA), the OUSD Nutrition Services Dietician, the OUSD Garden TSA, the OUSD Physical Education TSA and supported by the After School Program Manager and Program Manager of Coordinated School Health, each track lead person will recruit ten to twenty program participants and meet six times throughout the 2012-2013 school year. The meetings will each be 2 hours in length and the garden track participants will also have at least one on-site technical assistance visit.

The after school program partner agency that staffs each of the participants will receive \$200 to offset the costs of the time of the staff member spends in this learning community. In addition, each site will receive materials, equipment and curriculum to support their work, such as garden seedlings, cooking stoves and physical education/sports equipment. Site participants will have track-specific expectations as well.

Garden Track Training topics will include the following:

- Preparing and Planting Your Garden Beds
- Tending Your Garden
- Harvest Time!
- Propagation and Germination
- Herbs for Cooking and Tea

Nutrition Education/ Cooking Topics will include:

- The Case for Nutrition Education-Let's Get it Started
- Sugary Drinks and Healthy Decisions
- Food Safety
- Preparing cold recipes such as tomato salad, fruit salsa and guacamole
- Cooking hot recipes such as Veggie Cheese Quesadillas, Swiss Chard and Vegetable Scrambled Eggs

Physical Activity Topics will include:

- Teaching Cues for Skill Development
- Teaching Lead Up Games
- Moderate to Vigorous Physical Activity- getting students moving!
- Authentic Assessment

***Intended Outcomes:***

1. Develop the capacity of after school programs to identify and access nutrition, gardening and physical activity resources to better support program youth.
2. Increase the skill-set and capacity of the after school program staff to provide high-quality nutrition education, cooking, gardening and physical activity to students at OUSD.
3. Increase understanding of and connection to the California After School Physical Activity Guidelines.
4. Increase understanding of and connection to the California Health Education Content Standards.
5. Create a network of up to 50 after school and/or community leaders who will share best practices and lessons learned in an interactive process on concrete ways to improve wellness throughout the district.

6. Create a network of up to 50 after school and/or community leaders who will develop leadership skills in advocating for environmental-change strategies to improve wellness in their communities and the district.
7. Identify district level practices/policies to support the coordination of these resources.

***Evaluation:***

The evaluation for the After School Wellness Learning Community will be lead by Public Profit, an independent evaluation consulting firm that has evaluated OUSDs after school programs since 2008. Public Profit will build on its existing relationship with the Oakland Afterschool Programs Office and its past work with the After School Wellness Learning Community to evaluate the 2012-2013 Oakland After School Wellness Learning Community, with an emphasis on recommending sustainable best practices for the future.

The Evaluation design is guided by Kirkpatrick's Four-Level Training Model, which posits four inter-connected phases in training evaluations. Survey items common across Learning Communities will be utilized from End-of-session and pre-post assessments fielded during the 2011-2012 evaluation effort. Youth-level data will be gathered from CitySpan, the District's after school program attendance database.

The Public Profit team will also conduct three individual-program case examples. Case example sites will be identified and selected by the After School Wellness Learning Community facilitators, based on participating sites' successful implementation of learning community principles. The evaluation team will visit each case study site, will conduct semi-structured interviews with participants and Site Coordinators and will observe each program's wellness activities. As appropriate, the evaluation team will incorporate a brief youth survey into the District-wide after school program survey to measure youth's attitudes and behaviors.

Evaluation results will be shared, along with a full progress report to the S.D. Bechtel, Jr Foundation in September, 2012.

**OUSD School Day Wellness Professional Development Series                      (Proposal request \$15,000)**

***Project Overview:***

Though staff demonstrate high interest, it can be challenging to implement professional development opportunities to OUSD staff due to the size of OUSD (87 schools), competing priorities and lack of content-specific school site staff. Best practices at OUSD show that engaging school site staff (primarily teachers) during "off hours" and reimbursing them for their time enables OUSD Wellness staff to inform, educate and promote student nutrition, physical activity and gardening. In addition, curriculum and material distribution can be a key component of the Professional Development sessions. Therefore, the School Day Wellness Professional Development Series is proposed as a pilot to offer a variety of opportunities to elementary, middle school and high school OUSD instructors during the 2012-2013 school year.

Similar to the After School Wellness Learning Community, the School Day program will offer opportunities by track, nutrition education, school gardens and physical education. Several Professional Development meetings will be organized per track and plans will also be developed to merge tracks for specific sessions. Professional Development meetings will take place after school, during District Professional Development days (there are 3 set up per school year), on weekends or during the summer.

The topics for the Professional Development Series will be similar to the After School Wellness Learning Community. However, the staff who attend the first sessions will also be able to contribute to the topics covered in future sessions. The Nutrition TSA, Garden TSA and Physical Education TSA, supported by the Program Manager of Coordinated School Health, will also be able to work with the wellness champions (school site staff promoting health & wellness) throughout the District to receive input on topics and recruit for participants.

***Intended Outcomes:***

1. Develop the capacity of school site staff to identify and access nutrition, gardening and physical education resources to better support student success.
2. Increase the skill-set and capacity of school site staff to provide high-quality nutrition education, garden education and physical education to students at OUSD.
3. Increase understanding of and connection to the California Health Education Content Standards.
4. Increase understanding of and connection to the California Physical Education Content Standards and Framework.
5. Demonstrate the link between “wellness” education and core academic standards at OUSD.
6. Identify district level practices/policies to support the coordination of these resources.

***Evaluation:***

The School Day Wellness Professional Development Series will be tracked through attendance records and survey evaluations. Every session will include the distribution of a survey to both evaluate the quality of the content of the meeting, the teaching style, as well as to assess participant knowledge.. The Wellness TSA’s will form a “network” of participants and continue opportunities to check in and network in between professional development offerings—progress and challenges will be tracked in a running log. Finally, the sites will be encouraged to review and set goals around two District wide, site level evaluation tools that exist, the California Healthy Kids Survey and the California Physical Fitness Test (Fitnessgram).

Evaluation results will be shared, along with a full progress report to the S.D. Bechtel, Jr Foundation in September, 2012.

Stephen Bechtel Fund  
P.O. Box 193809  
San Francisco, CA 94119-3809

Wells Fargo Bank  
Private Banking  
San Francisco, CA 94163  
11-4288-1210

000979

000979

DATE  
9/28/2012

CHECK AMOUNT  
\$60,000.00

PAY Sixty Thousand exactly\*\*\*\*\*

TO THE ORDER OF: Oakland Unified School District

*El. W.*  
AUTHORIZED SIGNATURE  
*Patricia W. Kercher*  
AUTHORIZED SIGNATURE

Security features included. Details on back.

⑈00000979⑈ ⑆121042882⑆ 7167952287⑈

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

liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that Grantor may incur as a result of 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:

\_\_\_\_\_  
London of the Oakland Unified School District  
President, Board of Education

*Maria Argonis*  
\_\_\_\_\_  
on behalf of the S. D. Bechtel, Jr. Foundation or the  
Stephen Bechtel Fund

Senior Program Officer

September 28, 2012

Title

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

Date

Title

Date