

File ID Number	13-2673
Introduction Date	12-11-13
Enactment Number	13-2560
Enactment Date	12/11/13
By	CR



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education

December 11, 2013

To: Board of Education

From: Gary Yee, Superintendent  
Maria Santos, Deputy Superintendent of Instruction, Leadership & Equity-in-Action  
Curtiss Sarikey, Associate Superintendent, Family, School, and Community Partnerships Department  
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 2013-2014 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 2013-2014 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
13-2673	Yes	Grant	Oakland Unified School District Elementary, Middle, and High School Sites	To provide salary of the Health Education TSA and Program Manager, Wellness; Site Wellness Champion Stipends; After School Wellness Learning Community	8/26/13 - 8/25/2014	S.D. Bechtel, Jr. Foundation, Stephen Bechtel Fund	\$185,000.00

**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: \$185,000.00

**RECOMMENDATION:**

Approval and support by the Board of Education of District grant agreement for OUSD schools for fiscal year 2013-2014 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:**

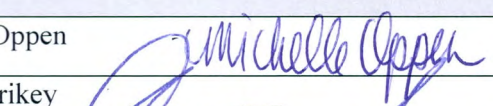
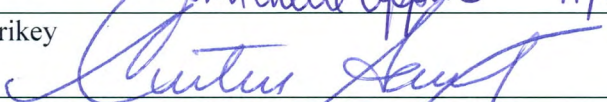
Stephen Bechtel Fund Grant Award Letter from the S.D. Bechtel, Jr. Foundation  
Grant Agreement  
Copy of Letter with check

OUSD Grants Management Face Sheet

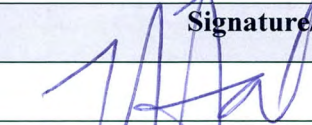
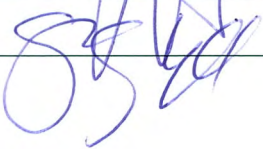
<b>Title of Grant:</b> School Wellness Initiatives and Health Education	<b>Funding Cycle Dates:</b> August 26, 2013-August 25, 2014
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address) Marcia Argyris, PO Box 193809, San Francisco, CA 94119-3809	<b>Grant Amount for Full Funding Cycle:</b> \$185,000.00
<b>Funding Agency:</b> S.D. Bechtel, Jr. Foundation	<b>Grant Focus:</b> Salaries of Health Education TSA and Program Manager, Wellness; Site Wellness Champion Stipends; After School Wellness Learning Community
<b>List all School(s) or Department(s) to be Served:</b> Family, Schools and Family Partnerships and Leadership, Curriculum and Instruction Departments at OUSD. Wellness Champions at 10 schools throughout OUSD. After School Programs at 30 schools throughout OUSD.	

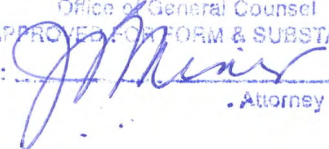
Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	There is an established link between student academic performance and wellness (nutrition, gardening, physical education and physical activity participation). Students who have more access to healthful, nourishing food and regular, vigorous physical activity do better in school. The efforts of the Program Manager, Wellness, Site Wellness Champions and After School Wellness Learning Community are to implement elements of the OUSD School Wellness Policy and support the health of students, staff and families. The District is working toward sequential, coordinated Health Education and the TSA will be developing curriculum and implementing a program throughout District.
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 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; as well as the After School Programs Office. 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, Wellness Family, Schools, and Community Partnerships Department Lakeview Campus, 746 Grand Avenue, Oakland, CA 94610

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal	Michelle Oppen		11/8/13
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		

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

**GRANT AGREEMENT**

<b>SUMMARY OF TERMS:</b>	
<u>Organization:</u> <b>Oakland Unified School District</b> Superintendent's Office 1025 2nd Avenue, Room 301 Oakland, CA 94606	<u>Project/Program Director:</u> Ms. Maria Santos Deputy Superintendent of Instruction, Leadership and Equity-in-Action (510) 879-8156 maria.santos1@ousd.k12.ca.us
<u>Grant Amount:</u> <b>\$185,000</b> (One Hundred and Eighty-Five Thousand and 0/100ths) (the "Grant Amount")	<u>Grant Duration:</u> <b>August 26 -- August 25, 2014</b>
	<u>Grant Report(s) Due By:</u> August <del>22</del> <sup>26</sup> , 2014
<u>Description:</u> Funds for implementation of Health Education, School Wellness Initiatives, and the After School Wellness Learning Community.	

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"):

- Purposes. Grantee shall use the entire amount of \$185,000 (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 July 17, 2013 (the "Proposal") and as described in any relevant correspondence regarding the Proposal, all of which are incorporated by reference (collectively, the "Project"). 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.
- 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.
- 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.
- 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 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. When Grantee becomes aware of any press coverage or other media of the Project, 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 Project 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 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 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 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.
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 projects similar to Grantee. Grantee shall furnish Grantor with evidence of insurance on this Project upon Grantor's request.
13. 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. If Grantee terminates, modifies or redirects the Project 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 Project, 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

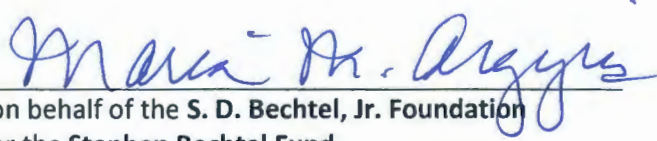
or terminate this Grant Agreement, Grantee shall return any portion of the Grant Amount not spent or committed at the time of Grantor's notice, including any interest earned thereon, as well as any amounts not used for the charitable purposes of the Project, within thirty (30) days of Grantor's notice:

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.

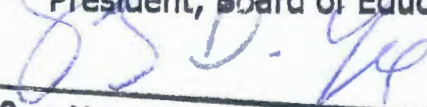
The terms of this Grant Agreement are accepted and agreed to by:

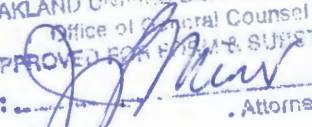
  
 \_\_\_\_\_  
 on behalf of the **Oakland Unified School District**

**David Kakishiba** 12/12/13  
 Title President, Board of Education Date

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

**Program Director** August 26, 2013  
 Title Date

  
 \_\_\_\_\_  
**Gary Yee, Ed.D.** 12/12/13  
 Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT  
 Office of General Counsel  
 APPROVED FOR SIGNATURE  
 By:  Attorney at Law

File ID Number: 13-2673  
 Introduction Date: 12/11/13  
 Enactment Number: 13-2560  
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 By: OL

MARCIA ARGYRIS  
PROGRAM DIRECTOR

November 1, 2013

Ms. Joanna Locke  
Director, Health & Wellness  
Oakland Unified School District  
1025 2<sup>nd</sup> Avenue, Room 301  
Oakland, CA 94606

*Joanna*  
Dear Ms. Locke:

Thank you for the return of the signed Grant Agreement.

Enclosed please find a check in the amount of **\$185,000** made payable to Oakland Unified School District. As stated in the original award letter to you dated August 26, 2013, this grant is to be used for implementation of Health Education, School Wellness Initiatives, and the After School Wellness Learning Community, as defined in your proposal dated July 17, 2013.

**Please note that a Grant Report on the use of these funds is due by August 26, 2014.**

Sincerely,

*Marcia*

Marcia Argyris

Enclosure



Check Date: 11/1/2013 Payee/ID: Oakland Unified School District / 90

Check Amount: \$185,000.00

Date	Memo	Invoice #	Amount
11/1/2013	FUND Grant - A	11.1.13	185,000.00

Payer: Stephen Bechtel Fund

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

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



001268

001268

DATE	CHECK AMOUNT
11/1/2013	\$185,000.00

PAY One Hundred Eighty-Five Thousand exactly\*\*\*\*\*

TO THE ORDER OF: Oakland Unified School District

  
AUTHORIZED SIGNATURE  
  
AUTHORIZED SIGNATURE

Security features included. Details on back

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February 19, 2013

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

Dear Michelle:

Based upon our excellent working relationship and the results achieved to date in the Health and Wellness Unit, I am pleased to inform you that the following programs are included in the 2013 budget of the S.D. Bechtel, Jr. Foundation:

- \$50,000 – Program Manager, Coordinated School Health Site/ Wellness Champions
- \$60,000 – After School Wellness Community and Wellness Professional Development for School Day staff
- \$75,000 – Development of health education materials/training

These funds can be available as soon as July 1, 2013.

Sincerely,



Marcia M. Argyris  
Director, Youth Development