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Introduction Date	1/9/19
Enactment Number	19-0056
Enactment Date	1/9/2019 lf
By	



OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

January 9, 2019

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Andrea Bustamante, Executive Director, Community Schools and Student Services Department

Subject: Grant Agreement - Oakland Public Education Fund - Oakland Athletic League

ACTION REQUESTED:

Approval by the Board of Education of District Grant Agreement between the District and the MCM Foundation via the Oakland Public Education Fund (approved for funding on October 9, 2018), in the amount of \$41,500.00, to support the Oakland Athletic League, for the period of July 1, 2018 through June 30, 2019, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant Agreement for OUSD middle school athletics for the 2018-2019 fiscal year 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
18-2634	Yes	Grant	Oakland Unified School District, Oakland Athletic League	To support the Oakland Athletic League for middle school athletics.	July 1, 2018 through June 30, 2019	MCM Foundation via the Oakland Public Education Fund	\$41,500.00

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: \$41,500.00

RECOMMENDATION:

Approval by the Board of Education of a Grant Agreement for OUSD middle school athletics for fiscal year 2018-2019, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

ATTACHMENTS:



Grant Agreement, Regrant #18-09-02917714

OUSD Grants Management Face Sheet

Title of Grant: OUSD - Oakland Athletic League	Funding Cycle Dates: July 1, 2018 – June 30, 2019
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Joel Mackey, Executive Director Oakland Public Education Fund P.O. Box 71005 Oakland, CA 94612 510-221-6968	Grant Amount for Full Funding Cycle: \$41,500.00
Funding Agency: MCM Foundation c/o Oakland Public Education Fund P.O. Box 71005 Oakland, CA 94612	Grant Focus: To Support the Oakland Athletic League (OAL)
List all School(s) or Department(s) to be Served: Oakland Athletic League - Middle School Athletics	


Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant will support the Oakland Athletic League (OAL) to implement middle school athletics.
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 3.98% 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.)	Middle School programs will offer increased access to middle school sports
Does the grant require any resources from the school(s) or district? If so, describe.	No.
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 3.98% 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.)	Andrea Bustamante, Executive Director Community Schools and Student Services Department Oakland Unified School District 1000 Broadway, Suite 150, Oakland, CA 94607 510.879.2901 Andrea.Bustamante@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	Andrea Bustamante		
Department Head (e.g. for school day programs or for extended day and student support activities)	Sondra Aguilera		12/14/18

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Marcus Battle		
Superintendent	Kyla Johnson-Trammell		

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By:  12.14.18
Amy Brandt, Attorney at Law



October 9, 2018

Dear Andrea Bustamante,

On behalf of The Oakland Public Education Fund Board of Directors, I am pleased to inform you that a grant has been approved in the amount of \$41,500.00 for the project: Support the Oakland Athletic League (OAL)!

This agreement forms the contract between the Oakland Public Education Fund and Support the Oakland Athletic League (OAL)! (Grantee). Please read it carefully as it outlines the conditions of the grant as well as the payment and reporting schedules. If you can agree to the terms and conditions please sign this agreement. No funds will be disbursed until this agreement has been returned.

As a local education fund, our ability to fund important programs such as yours is contingent upon ongoing support from the Bay Area community. We look forward to partnering with you to let others know about the importance of philanthropy. Please include us in any communications connected with the grant, including press releases, programs, announcements, invitations, stories in the media, annual reports, and newsletters, and submit copies of any such publications with your reports. If your organization has a website, please link to www.oaklandedfund.org. Our logo is available upon request. Any statement about Oakland Public Education Fund policy should be cleared in advance through our Communications Manager Mia Murrietta (mia@oaklandedfund.org).

The Oakland Ed Fund is deeply honored to join you in the work of helping every Oakland public school student learn, grow, and thrive.

Warmly,

A handwritten signature in black ink that reads "Joel J. Mackey".

Joel Mackey
Executive Director
Oakland Public Education Fund



Oakland Public Education Fund
PO Box 71005
Oakland, CA
94612

SECTION 1: PROJECT FUNDING OVERVIEW

Name of Project	Support the Oakland Athletic League (OAL)!
Date Approved	October 9, 2018
Funding Source	MCM Foundation
Amount of Grant	\$41,500.00
Grant Period	Grant Start: July 1, 2018 Grant End: June 30, 2019
Grant Writer	Name: Andrea Bustamante Email: andrea.bustamante@ousd.org
Reporting Requirements & Due Dates	Interim Report: N/A Final Report:

SECTION 2: GRANT PURPOSE AND EXPECTED OUTCOMES

It is mutually understood that this grant is awarded with the expectation that you will expend the entire amount to address the following agreed-upon purpose and objectives. *While minor changes in plan are expected, if you or the team responsible for this grant wishes to modify these fundamental intentions of the project, you must seek prior approval of the Oakland Public Education Fund.*

PURPOSE OF THIS GRANT

OAL Middle School Athletics

STEPS YOU WILL TAKE TO ACHIEVE YOUR RESULTS

OAL Middle School Athletics

WHAT WILL CHANGE AS A RESULT OF YOUR PROJECT

OAL Middle School Athletics

SECTION 3: DISBURSEMENT

You have told us that you wish to: Issue grant to OUSD.

IF THE OAKLAND ED FUND IS ISSUING A GRANT TO OUSD: The Oakland Unified School District Board of Education must approve receipt of grants by Oakland the District above a certain limit. You should plan on the board approval process taking at least thirty days from submission. Please work closely with the appropriate OUSD staff to ensure this process moves quickly and the work can begin on time.

SECTION 4: GRANT AGREEMENT

This grant was solicited using the 501(c)(3) designation of the Oakland Public Education Fund (the Ed Fund). Therefore, the Ed Fund is obligated to serve as the fiscal sponsor for these funds and as such has a unique role in ensuring that these charitable funds are expended in ways that align with applicable state and federal laws, I.R.S. Codes, and funder intent.

On October 9, 2018, the Oakland Public Education Fund decided that financial support of the project described in the cover letter accompanying this agreement will further the Ed Fund's tax-exempt purposes. Therefore, the Ed Fund has created a restricted fund designated for such a project and has decided to grant all amounts that it may deposit to that fund, less any administrative charge as set forth below, to Support the Oakland Athletic League (OAL)! (Grantee), subject to the following terms and conditions:



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1. If not already on file, grantee shall provide the Ed Fund with its governing documents, a completed and filed IRS Form SS-4 or other documentation satisfactory to the Ed Fund, showing Grantee's separate existence as an organization.
2. Grantee shall use the grant solely for the project described in the accompanying cover letter, and Grantee shall repay to the Ed Fund any portion of the amount granted which is not used for that project. Any changes in the purpose for which grant funds are spent must be approved in writing by the Ed Fund before implementation. The Ed Fund retains the right, if Grantee breaches this Agreement, or if Grantee's conduct of the project jeopardizes the Ed Fund's legal or tax status, to withhold, withdraw, or demand immediate return of grant funds, and to spend such funds so as to accomplish the purposes of the project as nearly as possible within the Ed Fund's sole judgment. Any tangible or intangible property, including copyrights, obtained or created by Grantee as part of this project shall remain the property of Grantee.
3. An administrative charge of 0 percent will be deducted from all amounts paid into the restricted fund. Such fees, interest, and charges are necessary to compensate the Ed Fund for its services administering the funds, and thus become unrestricted rather than restricted assets when paid.
4. Nothing in this Agreement shall constitute the naming of Grantee as an agent or legal representative of the Ed Fund for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.
5. Grantee shall submit full and complete reports to the Ed Fund in compliance with the schedule presented in the letter accompanying this agreement. The report shall describe the charitable programs conducted by the Grantee with the aid of this grant and the expenditures made with grant funds, and shall report on the Grantee's compliance with the terms of this grant.
6. Grantee shall ensure that the Ed Fund is included in any communications connected with the grant including press releases, programs, announcements, invitations, stories in the media, annual reports, and newsletters. Grantee will submit copies of any such publication with project report(s). Finally, Grantee will ensure that any mention of the Ed Fund on all printed material shall read: " 'Project Name' has been made possible (in part) by the sponsorship of the Oakland Public Education Fund, with funding provided by (funders)" or an alternate credit to be agreed upon between you and the Ed Fund.
7. This grant is not to be used in any attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). No agreement, oral or written, to that effect has been made between the Ed Fund and Grantee.
8. Grantee shall not use any portion of the funds granted herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).
9. Grantee shall notify the Ed Fund immediately of any change in (a) Grantee's legal or tax status, and (b) Grantee's executive or key staff responsible for achieving the grant purposes.
10. In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, shall be determined by arbitration in Alameda County, CA, before one arbitrator. The arbitration shall be administered by Judicial Arbitration and Mediation Services (JAMS) pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs of sustaining its position. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement shall



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be interpreted and construed in accordance with the laws of the State of California applicable to contracts to be performed entirely within such State. Time is of the essence of this Agreement and of each and every provision hereof. The failure of the Ed Fund to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed entirely within such State.

SPECIAL CONDITIONS IMPOSED ON THIS GRANT

None

This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. All Exhibits hereto are a material part of this Agreement and are incorporated by reference. This Agreement, including any Exhibits hereto, may not be amended or modified, except in a writing signed by all parties to this Agreement.

Understood and agreed to,

Grantee Signature


Oakland Ed Fund Authorized Signature

Signature: 
Title: Executive Director

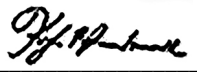
Signature: 
Title: Executive Director

Date: October 11, 2018 | 11:23:51 AM PDT

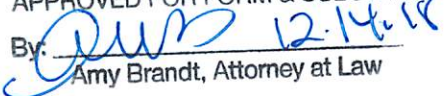
Date: October 9, 2018 | 10:15:07 AM PDT


1/10/19

Aimee Eng
President, Board of Education


1/10/19

Kyla Johnson-Trammell
Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By:  12.14.18
Amy Brandt, Attorney at Law