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| File ID Number | 16-0396 |
| Introduction Date | 4-27-16 |
| Enactment Number | 16-0592 |
| Enactment Date | 4-27-16 |
| By | gk |



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT Office of the Board of Education

To: Board of Education

From: Antwan Wilson, Superintendent

Subject: Grant Award Acceptance – Oakland Public Ed. Fund – Oakland Athletic League

ACTION REQUESTED:

Acceptance by the Board of Education of the Middle School Athletics Grant Award for Oakland Athletic League from Oakland Public Education Fund for fiscal year 2015-16, pursuant to the terms pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant proposals for Oakland Athletic League for the 2015-2016 fiscal years were submitted for funding as indicated in the chart below. The Grant Face Sheet and Grant Award Notification are attached.

| File ID # | Backup Document Included | Type | Recipient | Grant's Purpose | Time Period | Funding Source | Grant Amount |
|-----------|--------------------------|-------|-------------------------|--|----------------------------------|-------------------------|--------------|
| 16-0396 | x | Grant | Oakland Athletic League | The grant will support the implementation and expansion of athletic program offerings to all middle school students. | 01/01/2015 thru 12/16/2016 | Oakland Public Ed. Fund | \$160,146.00 |

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 completed grant application for the program listed in the chart by the school.

FISCAL IMPACT:

The total amount of grant will be provided to OUSD schools from the funder.

- Grants valued at: \$160,146.00

RECOMMENDATION:

Acceptance by the Board of Education of the Oakland Athletic League Grant Award for Middle School Sports for fiscal year 2015-16.

Attachments: Face Sheet
Grant Award Notification; Check No. 008074

Oakland Unified School District Grant Facesheet

| | |
|--|--|
| Title of Grant: Middle School Athletics & Activities | Funding Cycle Grant Start: 1-1-16 Grant End: 12-16-16 |
| Grant's Fiscal Agent: Oakland Ed Fund Name: Brian Stanley Mailing Address: 1000 Broadway, Oakland, CA 94607 Email Address: Brian.Stanley@ousd.org | Grant Amount for Full Funding Cycle: \$160,146 |
| Funding Agency: Oakland Public Education Fund | Grant Focus: Middle School Athletics |
| List all School(s) or Department(s) to be Served: (if more space is needed please attach separate sheet) | Claremont, Westlake, Roosevelt, Sankofa, West Oakland Middle, Bret Harte, Alliance Academy, Edna Brewer, Coliseum College Prep Greenleaf, Elmhurst Community Prep, Life Academy, Frick, Montera, Madison Park Upper, United for Success, Melrose, Urban Promise Academy, Roots International |

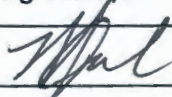

| Information Needed | School or Department Response (if more space is needed please attach separate sheet) |
|--|---|
| How will this grant contribute to sustained student achievement or academic standards? | <p>One of Superintendent, Antwan Wilson's, strategies to fulfill on this plan for increased student achievement includes his commitment to creating an environment that will complement and enrich the educational experience for all students. He strongly supports youth participation in sports as an extension of the school day and the numerous studies that document the direct value of youth participation in sports; all coming to a conclusion that the more a child is involved in organized activities, such as sports, they greatly reduce the chances of becoming involved in drugs, sex crime, and gang-related behaviors.</p> <p>The implementation and expansion of athletic program offerings to all middle school students will increase student achievement, specifically in the areas of participation, grade point average, attendance and behavior.</p> |
| How will this grant be evaluated for impact upon student achievement? | The grant evaluation for impact will measure outcomes on a data driven system. There will be quantitative and qualitative data analysis that will measure student achievement based on participation, grade point average, attendance and behavior. |

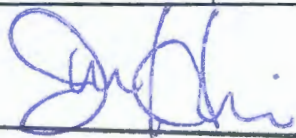
| | |
|---|--|
| Does the grant require any resources from the school(s) or district? If so, describe. | The grant does require additional resources from the school district. OUSD is making significant investments in infrastructure that will ensure these programs are effective, safe and accomplish their goals. These include but are not limited to in-service training for coaches, facility improvements, uniforms and school security officers. |
| Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? | All services will be supported by budget allocations for athletics through the OUSD general fund. |
| Will the proposed program take students out of the classroom for any portion of the school day? | No. |
| Who is the contact managing and assuring grant compliance? | Alphonso Powell |


Applicant Obtained Approval Signatures:


| Entity | Name/s | Signature/s | Date |
|-----------------|-----------------|---|---------|
| Department Head | Alphonso Powell |  | 1/25/16 |

Approval Signatures:

| Entity | Name/s | Signature/s | Date |
|----------------|---------------|--|---------|
| Fiscal Officer | Vernon Hal |  | 1/25/16 |
| Superintendent | Antwan Wilson |  | 1/25/16 |


James Harris
 President, Board of Education


Antwan Wilson
 Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
 Office of General Counsel
 APPROVED FOR BOARD OF SUPERVISORS

 Marion McMillan

File ID Number: 16-0396
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 By: 02

**STAFF**

Brian Stanley, Ed.D.
Executive Director

Rebecca Hopkins
Deputy Director

David Korsak
Director of Finance &
Administration

Benj Vardigan
Director of Communications

Helen Vance
Staff Accountant

Bridget Daly
Administrative Assistant

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January 25, 2016

The Oakland Public Education Fund is pleased to provide a donation in the amount of: \$160,146.00.

The purpose, deliverables, intended impact, and reporting deadlines for this donation are detailed in the attached award letter. Below are some details related to this donation that will help you better load the funds into the appropriate district budget:

Primary Program Contact: Alphonso Powell

Grant Start: January 1, 2016

Grant End: December 16, 2016

If you need additional documentation or have any questions related to these funds, please do not hesitate to contact me via email at brian@oaklandedfund.org.

Congratulations on your award! We are immensely honored to partner with you in helping every Oakland public school student learn, grow and thrive.

Warmly,

Brian Stanley, Ed.D.
Executive Director
Oakland Public Education Fund



January 25, 2016

Dear Alphonso Powell,

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 \$160,146.00 for the project: Oakland Unified School District.

This agreement forms the contract between the Oakland Public Education Fund and Oakland Unified School District. (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 Director of Communications Benj Vardigan (benj@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, appearing to read "Brian Stanley".

Brian Stanley, Ed.D.
Executive Director
Oakland Public Education Fund



Oakland Public Education Fund
PO Box 27148
Oakland, CA
94602

SECTION 1: PROJECT FUNDING OVERVIEW

| | |
|------------------------------------|---|
| Name of Project | Oakland Unified School District |
| Date Approved | January 25, 2016 |
| Funding Source | Oakland Public Education Fund |
| Amount of Grant | \$160,146.00 |
| Less Oakland Ed Fund Fees | \$0 |
| Total Amount of Funds | \$160,146.00 |
| Grant Period | Grant Start: January 1, 2016 Grant End: December 16, 2016 |
| Grant Writer | Name: Brian Stanley / Email: brian@oaklandedfund.org |
| Reporting Requirements & Due Dates | Interim Report: August 1, 2016 Final Report: January 31, 2017 |

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

Recruit, hire, train and onboard new Middle School Athletics Manager to lead the district effort to better manage and coordinate athletic programs for Oakland public school students in grades 6-8, including scheduling games, managing coaches, overseeing compliance matters, planning staff professional development, and coordinating tournaments and playoffs.

Build partnerships with at Oakland middle schools with staff leaders, after school providers, parents, and parent organizations. In order to provide the highest quality of programming OUSD will build partnerships with community agencies, professional sports teams, funders, and other organizations. Working with these partners will provide programming support and opportunities to build financial sustainability. These organizations can provide financial resources and/or in-kind assets that will have a direct impact on the quality of services we can offer students. Target partnerships will include the Oakland Parks & Recreation, the San Jose Earthquakes, the Golden State Warriors, Youth Sports Nation, the Oakland Raiders, the Positive Coaching Alliance, University of California, Berkeley and others.

Purchase uniforms for Oakland middle school sports teams.

Provide training and professional development to Oakland middle school athletics coaches, with an emphasis on academic achievement for Oakland's middle school student athletes. Implement standards and set clear expectations for all Oakland middle school athletic coaches.

Training programs for coaches will include:

- *Positive Coaches Alliance
- *NFHS Coaching Principals
- *Sudden Cardiac/First Aid/CPR/Concussion Training
- *CASDA Workshops
- *Sp01i Specific Clinics and Conferences

The Middle School Athletics Manager will receive professional development and training through:

- *CASDA Workshops
- *Positive Coaching Alliance
- *CIF Victory with Honor Program



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Establish baseline data from which to measure progress on key indicators over time, for example: number of schools participating, number of sports & teams offered, # schools served, student participation levels (including number of student athletes and attendance data), demographic data on student athletes (including gender, race/ethnicity, immigration status, and socio-economic data), academic data on student athletes (including attendance, grades, and other relevant measurements), discipline and behavioral data on students to the extent possible (including detentions, suspensions, and expulsions), parent engagement levels.

STEPS YOU WILL TAKE TO ACHIEVE YOUR RESULTS

Participation

- # sports offered
- # schools served
- # available roster spots fill district wide

Attendance/Suspensions

- *percentage of days present
- *percentage of days tardy
- *percentage of student suspensions
- *trends in attendance between participants and the general student body
- *trends in suspension rates between participants and the general student body

Matriculation & Academic Achievement

- *percentage of OUSD middle school students participating on sports teams who enroll in OUSD High Schools compared to the general student body
- *percentage of OUSD middle school student-athletes continuing to participate in athletics in high school
- *academic success rate through graduation, via report card grades and eligibility

WHAT WILL CHANGE AS A RESULT OF YOUR PROJECT

Development of program including hiring Middle School Athletics Manager by Spring 2016. This manager will take on scheduling of games, management of coaches, oversight of compliance matters, coordination of professional development opportunities, and the organization of tournaments and playoffs. Acting as a point person, this manager will work in a relationship development role with the school leaders, after-school providers, and parent organizations that have been coordinating middle school athletics opportunities on an ad hoc, school-by-school basis. The goal will be to maintain and strengthen those agencies involvement and support of the middle sports while integrating them into the larger, District-wide athletic and activities initiative.

Partnership development with key community agencies, professional sports teams, funders, and other organizations and commitments from partners to provide programming supplies and financial assistance.

Uniforms purchased for student athletes.

Staff development for the Middle School Athletics Manager, coaches and volunteers that covers both sports-related skills and effective practices in youth development, mentoring, and compliance and safety procedures.

Collection of baseline data and establishment of goals and system for tracking progress in three key areas: Participation, Attendance/Suspensions and Matriculation.



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SECTION 3: DISBURSEMENT

You have told us that you wish to: Awarding of a grant to grantee.

IF FUNDS WILL BE TRANSACTED THROUGH THE OAKLAND ED FUND: Please work with our Director of Finance and Administration, David Korsak (david@oaklandedfund.org), to set up any funds you requested that we hold on account in service of this project. Your organization may need to complete an agreement establishing a fund management relationship if one does not already exist.

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.



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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 January 25, 2016, 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 Oakland Unified School District (Grantee), subject to the following terms and conditions:

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).



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Oakland, CA
94602

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 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

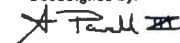
This grant is awarded by The Oakland Public Education Fund with funding from The San Francisco Foundation.

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,

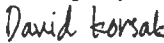
Grantee

Signature:

DocuSigned by:

046429876246401...

Oakland Ed Fund Authorized Signature

Signature:

DocuSigned by:

605FF7F05B0B4E8...

008074

Oakland Public Education FundPO Box 27148
Oakland, CA 94607
(510) 221-6968**Torrey Pines Bank**
1951 Webster St
Oakland, CA 94612
(510) 899-7600
90-4363/1222

01/29/2016

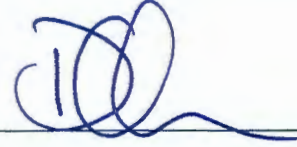
PAY TO THE
ORDER OF

Oakland Unified School District

160,146.00
\$

One Hundred Sixty Thousand One Hundred Forty Six Dollars

DOLLARS |

Oakland Unified School District
1000 Broadway
Oakland, CA 94607

MEMO

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2800214171⑈

Oakland Public Education Fund/PO Box 27148V-0434--Oakland Unified School District
Print As: Oakland Unified School District1000 Broadway
Oakland, CA 94607Torrey Pines Bank 008074
Checking - 4171 4171
Date: 01/29/2016

| Date | Bill # | Reference Number | Fund | Amount Entered | Amount Paid |
|---------------------------|---------------|------------------|------|----------------|--------------|
| Acct | Memo | Department ID | | | |
| 01/26/2016 | 16-015901 | | | | |
| 7020--Grants to other org | Grant to OUSD | NA | OUSD | \$160,146.00 | \$160,146.00 |
| Net Amount: | | | | | \$160,146.00 |