

Board Office Use: Legislative File Info.	
File ID Number	16-0748
Introduction Date	5/25/16
Enactment Number	
Enactment Date	



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent

Board Meeting Date

(To be completed by
Procurement)

Subject Fiscal Sponsorship Agreement - Marcus A. Foster Education Institute dba Marcus Foster Education Fund and the Youth Ventures Joint Powers Authority (JPA)(contractor) - Oakland Unified School District

Action Requested Approval of a Fiscal Sponsorship Agreement between the Marcus A. Foster Education Institute dba Marcus Foster Education Fund and the Youth Ventures Joint Powers Authority (JPA). Services to be primarily provided on behalf of the Oakland Unified School District for the period of November 5, 2015 through November 30, 2017.

Background

A one paragraph explanation of why the consultant's services are needed.

Youth Ventures Joint Powers Authority (JPA) is a unique partnership of political leaders and administrators from the City of Oakland, the Oakland Unified School District and the County of Alameda who have come together to employ a collective impact strategy to improve outcomes for vulnerable children and youth in Oakland, California. The JPA will convene and coordinate public systems and community partners to ensure that every child can benefit from a coordinated network of services and supports, while diminishing structural barriers to opportunity and life success. The JPA is committed to policy and strategy development, system change efforts, and securing and leveraging resources to help this generation of children grow up healthy, wealthy and wise.

Discussion

One paragraph summary of the scope of work.

Approval by the Board of Education of a Fiscal Sponsorship Agreement between the Marcus A. Foster Education Institute dba Marcus Foster Education Fund and the Oakland Unified School District, County of Alameda, and the City of Oakland, a joint public entity called the Youth Ventures Joint Powers Authority (JPA), to advocate for children, youth, and families who reside in the City of Oakland, as enumerated in said Agreement and incorporated herein by reference as though fully set forth for the period of November 5, 2015 through November 30, 2017, at no cost to the District.

Recommendation

Approval of a Fiscal Sponsorship Agreement between the Marcus A. Foster Education Institute dba Marcus Foster Education Fund and the Youth Ventures Joint Powers Authority (JPA). Services to be primarily provided on behalf of the Oakland Unified School District for the period of November 5, 2015 through November 30, 2017.

Fiscal Impact

Funding resource name (please spell out): No Fiscal Impact

Attachments

- Fiscal Sponsorship Agreement



CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.**

Legislative File ID No. 16-0748

Department: 922/Community Schools and Student Services Department

Vendor Name: Marcus Foster Education Fund and Youth Ventures Joint Powers Authority (JPA)

Contract Term: Start Date: November 5, 2025 End Date: November 30, 2017

Annual Cost: \$ 00.00

Approved by: Curtiss Sarikey

Is Vendor a local Oakland business? Yes ☒ No ☐

Why was this Vendor selected?

Youth Ventures Joint Powers Authority (JPA) is a unique partnership of political leaders and administrators from the City of Oakland, the Oakland Unified School District and the County of Alameda who have come together to employ a collective impact strategy to improve outcomes for vulnerable children and youth in Oakland, California. The JPA will convene and coordinate public systems and community partners to ensure that every child can benefit from a coordinated network of services and supports, while diminishing structural barriers to opportunity and life success. The JPA is committed to policy and strategy development, system change efforts, and securing and leveraging resources to help this generation of children grow up healthy, wealthy and wise.

Summarize the services this Vendor will be providing.

The Marcus Foster Education Fund and the JPA will advocate for children, youth, and families who reside in the City of Oakland.

Was this contract competitively bid? Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

The City of Oakland, Oakland Unified School District, and the County of Alameda have a unique partnership of political leaders and administrators who have come together to employ a collective impact strategy to improve outcomes for vulnerable children and youth in Oakland, California.

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☒ **Other, please provide specific exception**

**FISCAL SPONSORSHIP AGREEMENT BETWEEN MARCUS FOSTER EDUCATION
FUND AND YOUTH VENTURES JOINT POWERS AUTHORITY**

This Fiscal Sponsorship Agreement ("Agreement") is made effective this 5th day of November, 2015, at Oakland, California between **Marcus A. Foster Educational Institute dba Marcus Foster Education Fund (MFEF)**, a California nonprofit public benefit corporation ("Institute") located in Oakland, California, qualified as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code ("IRC") and as exempt from state income tax under California Revenue and Tax Code Section 23701d and classified as a public charity under IRC Sections 509(a)(1) and 170(b)(1)(A)(vi) and the **Youth Ventures Joint Powers Authority ("JPA")** (referred to collectively herein as "the Parties").

RECITALS:

WHEREAS, the County of Alameda (County), City of Oakland, and the Oakland Unified School District are committed to social justice for children, youth and families.

WHEREAS, on December 13, 2006 the County, City of Oakland, and the Oakland Unified School District formed a joint public entity called the Youth Ventures Joint Powers Authority ("JPA") with the goal of enhancing their collective efforts to improve outcomes for vulnerable youth and their families.

WHEREAS, the County, City of Oakland and the Oakland Unified School District are committed to building upon years of successful public and philanthropic investments to improve collaborative efforts to create better outcomes for children, youth and families in Oakland.

WHEREAS, the MFEF has served as the education fund for the public schools in the City of Oakland, State of California ("Oakland Public Schools" or "Oakland Unified School District") for 40 years and continues to be committed to nurturing promising practices throughout the community and in the classroom through small grants to teachers, promoting students' achievement with post-secondary scholarships, introducing innovative approaches to learning through pilot programs and special projects, and serving as fiscal sponsor for projects that serve Oakland Public Schools and other school districts and vulnerable students in California.

WHEREAS, the Institute and the JPA agree that the Institute will serve as the fiscal sponsor of the JPA effective March 5, 2014.

NOW, THEREFORE, for valuable consideration, receipt and adequacy of which are hereby acknowledged, the Institute and the JPA hereby agree as follows:

1. The Project. The potential scope of the Project is as defined in the "Mission; Purpose of the JPA" as set forth in Article IV of the Joint Powers Agreement creating the Youth Ventures

Joint Powers Authority, which is incorporated by reference herein as Attachment A. The purpose or mission of the JPA is consistent with the mission of the Institute. The actual scope of the Project shall be determined by the annual budget approved by the JPA and shall include further scope added to the Project on a case-by-case basis as specific programs are proposed and approved by the JPA with concurrence of the Institute.

2. Scope of Work; Duties of the Fiscal Sponsor. The Institute shall act as the fiscal sponsor of the Project and be responsible for the funding of the Project.

(a) Funding: The JPA may solicit gifts, contributions, grants, or other charitable donations to the Institute, earmarked for the purposes of the Projects. The JPA shall provide notice to the Institute about any funding source(s) within 30 days of such funding source(s) being formally approached (*e.g.*, through a written application) to provide goods or services to the JPA. All grant agreements, pledges, or other written commitments with funding sources to support the Project shall be jointly executed by the Institute and the JPA, where such grant agreements, pledges or other written commitments require formal written agreement between the funding source(s) and the JPA. All checks for charitable donations for the Project should be made payable jointly to the Institute and the JPA "MFEF c/o Youth Ventures JPA".

(b) Accounting: The Institute shall be responsible for the processing, acknowledgment, and depositing of all monies received on behalf of the JPA, which shall be reported as the income of the Institute for both tax purposes and for purposes of the Institute's financial statements. The Institute will supply, on an annual basis, standard information required for IRC 501(c)(3) grant applications which the JPA may duplicate and use to apply for such grant applications. Additional information necessary to complete grant applications or satisfy the request of potential donors will be provided by the Institute upon written request of the authorized representative of the JPA to the Institute. Grant funds will be deposited and available at the time of payroll and requested vendor payments. The Institute shall, within 5 working days of written request, provide to the JPA a balance sheet reflecting credits, debits and a running balance of the JPA's funds.

(c) Additional Duties: As the Fiscal Sponsor, the Institute shall perform the following additional duties:

- i. the Institute shall perform all legal, tax and regulatory requirements for the Project;
- ii. the Institute shall manage all funds, assets and other resources of the Project within its direct control with the highest degree of responsibility, integrity, transparency and accountability;
- iii. the Institute shall manage all administrative duties and responsibilities professionally and with the highest degree of integrity and accountability;

iv. the Institute's board of directors shall govern ethically, avoiding conflicts of interest in conducting the affairs of the organization and in carrying out its legal, fiduciary and policy making responsibilities; and

v. the Institute shall engage in a clear, systematic process when assessing and selecting individual projects for sponsorship.

3. Annual Budget. The Institute must submit to the JPA a proposed annual budget for the JPA and the JPA will thereafter submit to the Institute an approved budget. All revisions to the annual budget must be approved by the JPA and maintained on file in the Institute's offices.

4. Financial Reports. The Institute will furnish to the JPA a quarterly report within 30 days of the end of each quarter based on the July 1 to June 30 fiscal year, and a year-end report no later than July 30th of each year this Agreement is in effect, a report of the financial status detailing all income and expenses for the designated time period. The Institute shall retain the services of an independent certified public accountancy firm to conduct an annual financial audit of the Project and shall provide the audit report to the JPA.

5. Project Annual Report. An annual report of the status of the JPA must be presented to the Institute by the Chief Executive Officer of the JPA each year no later than 30 days after June 30th.

6. Authorized Representative. The JPA shall designate an authorized representative, who may be the CEO or Board Co-Chair for the JPA, to serve as the primary point of contact for the Institute in serving as the fiscal sponsor. The Institute shall designate a similar representative to serve as the primary point of contact for the JPA.

7. Employees and Volunteers. Persons who are hired with grant funds received by the Institute to support the Project, other than independent contractors as set forth in Paragraph 8 below, shall be employees of the Institute for the duration of this Agreement with the JPA. The Institute shall be responsible for overseeing the activities of the Institute's employees and volunteers who perform work on or in relation to the Project. The Institute's payroll tax withholding, worker's compensation insurance, unemployment benefits, and personnel policies apply to the Project's staff members who are the Institute's employees. Each Project employee shall have an employee file on file at the Institute and will be expected to comply with the processes and requirements outlined in the Institute Employee Handbook, including submitting completed time sheets to an on-site supervisor for approval before submission to the Institute for payroll processing.

8. Independent Contractors. Contracts with independent contractors must be authorized and executed by the Institute. All such contracts must include a description of services to be performed and the independent contractor's fees must be provided for in the Project budget. All independent contractors must have worker's compensation insurance coverage. The Institute

will issue checks to independent contractors from funds that are available from the Project to support the fees.

9. Administrative Fee; Additional Expenses. The Institute will charge a ten percent (10%) fiscal sponsorship administrative fee for services rendered on the Project (the "Administrative Fee"). This fee will be calculated based on the income received for the support of the Project. The Institute will assess the Administrative Fee quarterly, and will transfer the Administrative Fee from the Project's fund to the Institute's general fund. In addition to the Administrative Fee, the Institute will charge to the Project's fund any additional expenses that the Institute incurs in connection with the activities of the Project, including but not necessarily limited to legal and accounting fees.

10. Payment of Project Expenses. The Institute shall pay all Project expenses directly. Provided that there are sufficient funds for the Project, the Institute will pay the Project expenses upon the written request of the authorized representative from the JPA. Check requests must be completed and submitted five (5) working days before the first (1st) and fifteenth (15th) of the month. All checks for the Project will be mailed by the Institute. In the event that the Project needs to pick up a check from the Institute, the Project shall notify the Institute two (2) days before the check is to be issued. If an individual, other than the authorized representative for the Project needs to pick up a check, he or she must have a signed authorization statement from the check payee and must sign a receipt of check form. The Institute shall notify the JPA in advance of incurring any extraordinary Project charges or expenses.

11. Requests for Information. The JPA, through its authorized representative, may request information about the Project budget, fund balances, check requests, issuance and pick up of checks, and other fiscal matters. All such requests must be in writing and may be made by mail, facsimile, or e-mail. All requests for clarification, meetings regarding the work of the JPA or any other matter requiring special attention should be addressed to the Executive Director of the Institute. The Institute will respond promptly to the JPA's timely written request for information and assistance.

12. No Attempt to Influence Legislation. The Project is not to be used in any attempt to influence legislation within the meaning of Internal Revenue Code Section 501(c)(3). No agreement, oral or written, to that effect has been made between the Institute and the JPA.

13. Indemnification. The Institute shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the JPA, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, damages, judgments, actions, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the Institute, its employees or agents, in serving as fiscal sponsor for the JPA, except to the extent such claims, liabilities, losses or expenses arise from or in connection with any act or omission of the JPA, its officers, directors, trustees, employees or agents.

14. Duration/Termination. The term of this Agreement shall be from November 5, 2015 to November 30, 2017. This Agreement shall terminate if the Institute can no longer reasonably accomplish the JPA's objectives. Either the Institute or the JPA may terminate this Agreement with or without cause on sixty (60) days' written notice to the other Party. If the JPA would like to

become a separate nonprofit organization which is tax exempt under IRC Section 501(c)(3), and is not classified as private foundation under Section 509(a) ("New Organization"), the JPA's authorized representative shall notify the Institute immediately and the Institute shall cooperate with the JPA to transfer the resources and documentation to the New Organization.

15. Mediation. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The Parties shall endeavor to resolve claims, disputes, and other matters in question between them by mediation. The Parties shall share the mediator's fee equally. The mediation shall be held in Oakland, Alameda County, California, unless another location is mutually agreed on. Written agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

16. Non-Discrimination. In implementing this Agreement, there shall be no discrimination against anyone engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. The Institute agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and JPA policy. The Institute shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

17. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Institute certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this it does not appear on the Excluded Parties List. (<https://www.sam.gov/>).

18. Governing Law. 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 enforced entirely within such State.

19. Final Agreement. This Agreement shall supersede any prior oral or written understandings or communications between the Parties and constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Fiscal Sponsorship Agreement effective on the date first written above.

MARCUS A. FOSTER EDUCATIONAL INSTITUTE

By: 
Alicia Dixon, Executive Director

Date: 12/17/15

YOUTH VENTURES JOINT POWER AUTHORITY

By: 
Lori Cox, Co-Chair

Date 12.17.15

By: 
James Harris, Co-Chair

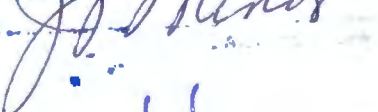
Date 12/17/15

By: 
Andrea Youngdahl, Interim CEO

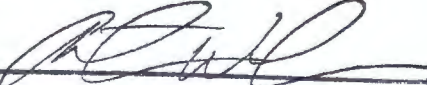
Date 12/17/15

OAKLAND UNIFIED SCHOOL DISTRICT

Office of the Superintendent
APPROVED FOR THE BOARD

By: 


James Harris
President, Board of Education


Antwan Wilson
Secretary, Board of Education

File ID Number: 16-0748
Introduction Date: 5-25-16
Enactment Number: 16-0758
Enactment Date: 5-25-16
By:

OUSD or the District verifies that
the Contractor does not appear on
the Excluded Parties List at
<https://www.sam.gov/>