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By	OS



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

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

January 8, 2020

To: Board of Education

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

Subject: Grant Agreement - Oakland Public Education Fund - Central Kitchen, Education Program and Instructional Farm

**ACTION REQUESTED:**

Approval by the Board of Education of grant agreement between the District and Oakland Public Education Fund, in the amount of \$93,000.00 in Hellman Foundation funds, to open and operationalize the District's new Central Kitchen and fund an Education Program and Instructional Farm to advance STEM opportunities for OUSD K-5 students for the period October 15, 2019 through October 15, 2021, pursuant to the terms and conditions thereof, if any.

**BACKGROUND:**

Grant award for OUSD schools for the 2019-2021 fiscal years was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant agreement are attached.

File LD #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
19-2539	Yes	Grant	Oakland Unified School District Central Kitchen	To open and operationalize the District's new Central Kitchen and fund an Education Program and Instructional Farm to advance STEM opportunities for OUSD K-5 students	October 15, 2019 - October 15, 2021	Oakland Public Education Fund	\$93,000.00

**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 agreement for the program listed in the chart.

**FISCAL IMPACT:**

The total amount of grants will be provided to OUSD schools from the funders.

- Grants valued at: \$93,000.00

**RECOMMENDATION:**

Approval and acceptance by the Board of Education of District applicant submitting a grant award for OUSD schools for fiscal years 2018-2019 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:**



Grants Management Face Sheet  
Grant Agreement

## OUSD Grants Management Face Sheet

<b>Title of Grant:</b> The California Wellness Foundation Grant	<b>Funding Cycle Dates:</b> October 15, 2019 – October 15, 2021
<b>Grant's Fiscal Agent:</b> <small>(contact's name, address, phone number, email address)</small> Joel Mackey Oakland Public Education Fund	<b>Grant Amount for Full Funding Cycle:</b>  \$93,000.00
<b>Funding Agency:</b> Hellman Foundation	<b>Grant Focus:</b> Manage and oversee the Launch of The Central Kitchen
<b>List all School(s) or Department(s) to be Served:</b> OUSD Central Kitchen and Community Schools Student Services	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The Launch of the Central Kitchen will allow OUSD to provide higher quality food for our students leading to ensuring basic needs are met so they can focus on academics.
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 3.25% 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.)	We will track the number of meals provided and education programs developed.
Does the grant require any resources from the school(s) or district? If so, describe.	The cost of utilization of the central kitchen to pilot fresh food cooking, delivery, and services with at least three school sites to train central kitchen and school site nutrition services staff, work through the delivery model and fine tune the system for broader implementation.
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 3.25% 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.)	Community Schools and Student Services Department Oakland Unified School District 1000 Broadway, Suite 150 510.879.2901 <a href="mailto:Andrea.Bustamante@ousd.org">Andrea.Bustamante@ousd.org</a>

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal/Administrator	Andrea Bustamante		11/19/19
Chief Academic Officer	Sondra Aguilera	 12/10/19	

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Fiscal Officer	N/A		
Superintendent	Kyla Johnson-Trammell		

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the General Counsel

APPROVED FOR FORM & SUBSTANCE

By:  12/9/19  
Joshua R. Daniels, General Counsel



November 25, 2019

Dear Curtiss Sarikey,

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 \$93,000.00 for the project: Oakland Unified School District.

This agreement forms the contract between the Oakland Public Education Fund and the 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](http://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 Department at [communications@oaklandedfund.org](mailto:communications@oaklandedfund.org)

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

Warmly,

Joel Mackey  
Executive Director  
Oakland Public Education Fund



## SECTION 1: PROJECT FUNDING OVERVIEW

Name of Project	Oakland Unified School District
Date Approved	November 25, 2019
Funding Source	Hellman Foundation
Amount of Grant	\$93,000.00
Grant Period	<b>Grant Start:</b> October 15, 2019 <b>Grant End:</b> October 15, 2021
Grant Writer	<b>Name:</b> Curtiss Sarikey <b>Email:</b> <a href="mailto:curtiss.sarikey@ousd.org">curtiss.sarikey@ousd.org</a>
Conditional/Restricted	<b>Yes</b>

## 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. This grant is restricted and can only be used for the stated purpose and outcomes in this agreement. *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 by contacting our Development Team at [grants@oaklandedfund.org](mailto:grants@oaklandedfund.org).*

### PURPOSE OF THIS GRANT

To support project management to open and operationalize OUSD's new Central Kitchen, Education Program and Instructional Farm - to advance STEM opportunities for OUSD K-5 Students.

### STEPS YOU WILL TAKE TO ACHIEVE YOUR RESULTS

#### Goals and Results

After the initial launch of The Center this year (2019-20), OUSD will ramp up the central kitchen and education program over the following two years. OUSD needs to bring the full enterprise to implementation to successfully create innovative, exciting, and relevant STEM learning opportunities for OUSD elementary students through The Center. In Year 1, we will conduct the following activities:

Pilot fresh food cooking, delivery, and service with at least three school sites to train central kitchen and school site nutrition services staff, work through the delivery model and fine tune the system for broader implementation.

Hire a coordinator for the educational program (this will be supported with City of Oakland Measure HH Sugar Sweetened Beverage Tax dollars) to advance the work plan developed by the design team, including piloting field trips and educational opportunities first with West and North Oakland elementary schools and then expanding across the city.

Hire a consultant or staff person to provide comprehensive project management, coordination, and planning support for all components of the Center (i.e.: kitchen operations, educational program and instructional farm, fundraising plan, establish advisory board or counsel, and branding/communications/marketing support. We have secured pro bono branding support from the firm McGarry Bowen). This grant will specifically support the hiring of this critical position.

### WHAT WILL CHANGE AS A RESULT OF YOUR PROJECT

As a result of this work, over the coming two years, we expect to achieve the following goals:

We will have fresh cooked meal services to all students for lunch and for all eligible schools for breakfast and hot supper as well (these are based on Free and Reduced Lunch sites - which are about 75 of our 87 schools) in the longer term. During this grant period, we expect to show increased numbers of consumption of healthy meals and decreased food waste, as well as a decrease in consumption of sugar sweetened beverages - all leading to our long term goal of improved readiness to learn.



Through The Center, we will provide increased exposure to and selection of STEM college and career completion opportunities, particularly for underrepresented students. We will also increase teacher training, efficacy, and resources to provide quality STEM learning opportunities in partnership with The Center. As a result, we will show an increase, in the longer term, in STEM learning opportunities for OUSD K-5 schools, both using the Center as a learning destination and as a resource and innovation hub for STEM curriculum, resources, and teacher professional learning.

### SECTION 3: REPORTING REQUIREMENTS

The report(s) required to be submitted by Grantee to the Ed Fund pursuant to this section shall contain sufficient information to establish that all grant funds were used for the Grant Purposes in furtherance of the Ed Fund's exempt purposes. Grantee shall keep a record of all receipts and expenditures relating to the Grant for four years and make records available to the Ed Fund, if the Ed Fund so request, at reasonable times for review and audit. Receipts and expenditures include, but are not limited to, bills, invoices, and cancelled checks.

Interim Report  
Final Report

**Due Date: 8/15/2020**  
**Due Date: 7/15/2021, addendum: 10/15/2021**

### SECTION 4: DISBURSEMENT

You have told us that you wish to: Transact funds through Oakland Ed Fund.

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.

Your disbursement check will be available according to the following Ed Fund disbursement schedule: Disbursements approved before Monday at 12pm will be available for pick up by 3pm on Friday. Checks approved after 12pm on Monday will be available by 3pm on Friday of the following week.

All payments are subject to satisfactory compliance with any pre-funding conditions or reporting requirements. For grants with multiple disbursements, the amount of any payment subsequent to the initial payment may be modified to reflect restrictions and conditions met in the grant purpose and expected outcomes section of this agreement. Conditional grants are paid only after a condition has been met.

### SECTION 5: 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 November 25, 2019, 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 Regrant (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, an IRS Tax Determination Letter which shows proof of 501(c)(3) status, a Tax Form W9, 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 this agreement, 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 to 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 has been deducted from the originating grant. 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 Section 3 of this agreement. The report shall describe the charitable programs conducted by the Grantee with the aid 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 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.





Oakland Public Education Fund  
PO Box 71005  
Oakland, CA  
94612

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

Signature:  Curtiss Sarikey

Title: Chief of Staff

Date: 11/25/2019

Oakland Ed Fund Authorized Signature

Signature:  Joel Mackey

Title: Executive Director

Date: 11/25/2019