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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Andrea Bustamante, Executive Director, Community Schools Student Services

Francisco Navarro, Oakland Athletic League Commissioner

Meeting Date May 12, 2021

Subject Letter of Agreement between the Oakland Unified School District and Under

Armour, Inc.

Ask of the Board Approval by the Board of Education of a Letter of Agreement between the Oakland

Unified School District and Under Armour, Inc., for the latter to grant \$105,000 to the District as well as provide sports apparel to student athletes and professional

development for coaches for the period of May 13, 2021 through June

30, 2023, pursuant to the terms and conditions therein.

Background Under Armour, Inc./Curry Brand ("UA") is excited to collaborate with the District,

and specifically the Oakland Athletic League (OAL), to jointly begin the work of

strengthening the overall health and wellness of students in the District.

Discussion The proposed Letter of Agreement ("LOA") outlines the support provided to the

District by UA and the expected performance by the District. Under the LOA, UA will grant the District \$105,000. Additionally, UA will provide a set of boys and girls uniforms for each Middle School sports team. The uniforms will be paid for by UA but serviced by BSN Sports, an authorized dealer of UA products. UA will also provide up to 6 replacement uniforms per school in the subsequent years. UA will further provide 150 t-shirts annually to be utilized as mutually agreed upon. Lastly, UA - in partnership with the Positive Coaching Alliance — will fund professional

development for all OUSD middle school and high school coaches annually.

Fiscal Impact \$105,000 in cash donations plus an estimated \$100,000 in donated materials and

services.

Attachment(s) • April 28, 2021 Letter of Agreement from Under Armour to the Oakland Unified

School District



April 28, 2021

Oakland Unified School District Oakland Athletic League 1600 Broadway, Suite 150 Oakland, CA 94607 lamont.robinson@ousd.org

Dear Oakland Unified School District:

At Under Armour, Inc. ("UA"), we believe all youth should have equitable opportunities and access to participate in sport. It is this belief that fuels our commitment to improve conditions for kids to succeed. UA's Curry Brand platform is about making a lasting impact in everything we do, for better, forever. Just as Stephen Curry changed the game on the court, we are committed to changing the game for communities who need it most by bringing the joy of sports to every kid.

Now, as we enter into this exciting collaboration, UA is pleased to begin our collective work to ensure that youth in cities across America are provided a service targeted at strengthening their overall health and wellness. This Letter of Agreement ("LOA") outlines the support provided to the Oakland Unified School District ("Grantee") by UA and the expected performance by Grantee.

In support of Grantee's efforts to achieve the outcomes as described herein, subject to the terms and conditions of this LOA, and provided that no event of default has occurred, UA will provide the following:

- Program support in the amount of \$105,000 to be paid in 3 installments: \$25,000 within
 45 days following the signing of this LOA, \$35,000 no later than June 30, 2022, and
 \$45,000 no later than June 30, 2023; provided, however, UA will be under no obligation
 to pay the second and third installments unless and until it receives Grantee's year-end
 reporting for calendar year 2021 and 2022 demonstrating Grantee's achievement of the
 benchmarks identified hereinbelow.
- UA/Curry Brand set of boys and girls uniforms (each uniform to consist of a jersey and shorts, 18 uniforms per team, 34 uniforms per school) for each school (17 total schools) for Grantee's use (but not for resale). The uniforms will be paid for by UA/Curry Brand but serviced by BSN Sports, an authorized dealer of UA products. UA/Curry Brand will provide up to 6 replacement uniforms per school in the 2nd and 3rd contract years.
- UA to provide 150 t-shirts annually to be utilized as mutually agreed upon for programmatic activations.



 UA/Curry Brand - in partnership with Positive Coaching Alliance - to provide professional development to all OUSD middle school and high school coaches annually. The specific scope of such professional development services will be reasonably determined by UA in consultation with the Positive Coaching Alliance.

Outlined below are the terms and conditions applicable to this award. By execution of this LOA, Grantee agrees to be bound by the terms and conditions set forth herein.

- 1. <u>Anticipated Performance.</u> As a condition of your acceptance of the support as described hereinabove, on or before December 31, 2022 Grantee agrees to:
 - Provide mid-year and end of year reports on impact including:
 - Number of students impacted
 - Increased impact in terms of participation (e.g., number of overall athletes, female athletes)
 - o Impact beyond court (e.g., attendance, GPA)
 - 1-2 story telling moments per contract year (focusing both on coaches/students)
 - Ensure that by end of 2022 all schools have basketball programming in some capacity.
- 2. <u>Term.</u> This LOA shall be in effect for a term that begins April 1, 2021 and expires on May 31, 2024. Nothing contained in this LOA is or shall be deemed to be a representation, guarantee or other commitment to funding for future years.
- 3. <u>Eligibility</u>. By signing this LOA, Grantee certifies that, as a public school district, Grantee is a government instrumentality and, as such, is exempt from federal income tax and eligible to receive tax-deductible contributions from individuals, corporations and other governmental entities under Section 170(c)(1) of the Internal Revenue Code. UA does not support organizations that actively oppose our position on issues or that discriminate in its staff, board, volunteers, volunteer committees, or recipients of services on the basis of any status prohibited by applicable law.
- 4. <u>Use of Funds</u>. If receiving monetary support from UA pursuant to this LOA, Grantee represents and warrants that it will not use any portion thereof: (a) to carry on propaganda, or otherwise to attempt to influence legislation and/or to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive; or (b) to support litigation; or (c) for any purpose other than one specified in Code Sections 501(c)(3) and 170(c)(2)(B) and the Treasury Regulations thereunder. Furthermore, Grantee agrees that the funds will not be expended, transferred, or used for any purpose or in any fashion that is prohibited by an applicable law of the United States or of any domestic or foreign jurisdiction,



including without limitation, applicable laws proscribing the support of terrorism or terrorist organizations. All financial resources provided under this LOA to Grantee shall be held in a restricted account and shall not be comingled with other funds.

- Compliance. Grantee must be in compliance with the applicable requirements of the Equal Employment Opportunities Act, Americans with Disabilities Act of 1990, export control laws and regulations and all other applicable federal, state, and local laws and regulations. Grantee must ensure that any events organized by or on behalf of Grantee in connection with this Agreement comply with all applicable rules and regulations of governing regulatory authorities and organizations, including, without limitation, the rules and regulations of the National Collegiate Athletic Association ("NCAA"), the National Federation of State High School Associations, and state high school athletic associations. Without limiting the foregoing, Grantee shall ensure the eligibility of event participants is not jeopardized by their participation in an event in any manner. In addition, Grantee shall ensure that it will receive consents and waivers of liability (in a form reasonably acceptable to UA), as well as any other customary documentation from all participants in the events, including parental/guardian consents on behalf of all youth participants, all of which shall include Under Armour, Inc. and its designees as released parties. Further, by signing this LOA, Grantee certifies that a robust child protection policy is in place. This policy shall ensure all agents, employees, volunteers having access to youth shall have successfully passed a national, criminal background screening and such other examinations as may be customarily performed by organizations facilitating access to minors, whether required by applicable laws or otherwise.
- 6. Accounting of Funds; Reporting. Grantee agrees to keep accurate accounting of all resources provided by UA and will hold resources in a restricted account, recovering no more than 15% administrative/indirect costs. UA maintains the right to request detailed accounting records of the resources at any time for a period of three (3) years from the expiration of the Term hereof.

Reporting procedures: Grantee shall provide UA with a mid-year and end of year report detailing the events during the term of this LOA, and UA's and Curry Brand's placement and recognition in connection therewith, and program and financial progress reports no later than **November 15** and April 30 of each calendar year during the term. Further, during each year of the term, Grantee shall provide UA with program and financial progress reports, due no later than 15 days after the end of each year.

Reports shall include quantitative data (e.g. number of participants) as well as qualitative and narrative information detailing the successes and challenges of the program. UA reserves the right to request detailed expenditure reports related to financial assistance provided to Grantee, any supporting documentation and such additional information that it deems appropriate regarding Grantee or subsequent donees, including without limitation annual reports and



donation forms. Reports shall also include a detailed accounting of all funds provided by UA. Reports shall be emailed to lynn.quayle@underarmour.com.

- 7. <u>Forfeiture of Funds</u>. Any unexpended portion of any monetary support provided by UA hereunder shall revert to UA and shall be immediately returned to UA, and any obligation of UA to fund any additional installments under this LOA shall terminate, upon the occurrence of any of the events set forth below:
 - (a) any or all of the funds are expended or committed for any purpose not authorized by this LOA;
 - (b) Grantee ceases to have tax-exempt status under federal tax laws or no longer qualifies as a public charity;
 - (c) Grantee ceases to exist or discontinues the project or projects for which the funds were provided pursuant to this Agreement;
 - (d) Grantee fails to comply with any of the terms and conditions contained in this Agreement and is unable to cure such non-compliance within 15 days of written notice thereof from UA; or
 - (e) Grantee is convicted of any act or is involved in any occurrence which constitutes a crime in the jurisdiction in which it was committed or, in the sole but reasonable discretion of UA, reflects unfavorably upon UA.
- 8. <u>Inspections</u>. In addition, UA has the right to audit such information and documents of Grantee that UA deems appropriate to validate Grantee's compliance with these, including verification that improper transshipping or unauthorized sale or transfer has not occurred.
- 9. <u>Limitation of Liability; Indemnification</u>. To the maximum extent allowed by law, under no circumstances will UA be liable for any damages of any kind, whether direct, indirect, special, incidental, consequential or punitive, even if they were foreseeable and/or even if Grantee informed UA of their potential, arising in any way out of this Agreement, including without limitation, the donated products, goods and financial support. To the fullest extent permitted by law Grantee shall defend, indemnify, and hold UA, its affiliates, and their respective directors, officers, owners, agents, employees, members and sponsors (collectively, "<u>UA Group</u>") harmless from and against any and all claims, losses, damages, suits, actions, legal or administrative proceedings, demands, liabilities, interest, fees, fines, judgments, costs and expenses (including attorneys' fees) of whatsoever kind or nature whether arising before, during or after the Term of this LOA and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of, arising out of, related to or otherwise in connection with (a) any breach by of this LOA by Grantee or any of Grantee's employees, agents,



representatives, contractors, subcontractors or volunteers (the "<u>Grantee Parties</u>"), including without limitation breach of any representation or warranty contained herein; (b) noncompliance by Grantee or any of the Grantee Parties with any applicable laws; (c) any claim of damage or loss (including personal injury, death, and damage to property) by any third person or entity against the UA Group arising out of any actual or alleged act or omission of Grantee or any of the Grantee Parties; and (d) Grantee's action, omission, fault or negligence, whether active or passive, or that of a Grantee Party(ies). This <u>Section 9</u> shall survive termination or expiration of this LOA.

- 10. <u>Coordination with UA</u>. Grantee agrees to devote adequate staff resources to support the requirements set forth in <u>Section 1</u>. In furtherance of those efforts, UA shall provide support and coordination as reasonably necessary. Grantee agrees that all communication and coordination shall be facilitated through the UA Global Philanthropy team, unless otherwise agreed by the parties.
- 11. Product; Warranty Disclaimer. If receiving product, Grantee must indicate its capacity for storage of donated products before receipt so UA can adjust donated quantities accordingly. Because UA does not have visibility to the random assortment of donated products, sometimes Grantee may receive sports specific gear that does not relate to Grantee. Please inform UA promptly in the event Grantee receives any such items so UA can arrange for donation to another donee. Grantee is prohibited from selling, auctioning or exchanging donated products for value, including in exchange for goods or services (product expressly provided in support of nonprofit fundraising auctions does not apply). These products are donations and may only be given away or donated to others in need. Without limiting the foregoing, Grantee may not transship or transfer donated products to any person or company that Grantee believes or may have reason to believe may resell the donated products. Noncompliance with this section may result in the immediate and permanent discontinuation of donations and/or appropriate legal action. Resale of product will only be permitted with UA's prior written consent, which may be withheld in its sole and absolute discretion. If approved, resale must be done in coordination with UA.

If Grantee is receiving donated product, Grantee agrees to the following:

• If receiving product 3.0 (thirds product), or sample product, Grantee is receiving the donated products "as is and with all faults." UA has made no representations or warranties to Grantee regarding the quality, nature, condition, or composition of the donated products. UA has made no representations or warranties regarding the compliance of the donated products with the requirements of any specifications, laws, or regulations. Grantee has been given the opportunity to reject the donated products, in part and in whole, and Grantee has declined to do so.



- UA disclaims all warranties and representations, whether express, implied, or statutory, including without limitation, any implied warranties of merchantability or fitness for a particular purpose. UA also disclaims any implied warranty arising out of trade usage or out of course of dealing or course of performance. UA also disclaims any warranty or other obligation on account of any claim of infringement or misappropriation of patents, copyrights, or other intellectual property rights in connection with the donated products.
- Insurance. Grantee and each of its contractors and subcontractors shall maintain 12. during the Term at its expense (1) commercial/comprehensive general liability insurance (including bodily injury, property damage, product liability, contractual liability and completed operations coverage) from a carrier having an A.M. Best rating of A or better, in a minimum amount of Five Million Dollars (\$5,000,000) per occurrence and annual aggregate to cover claims for bodily injuries or death and property damages, advertising and personal injury and \$10,000 per occurrence to cover medical payments; and such insurance should also cover contractual liability for this Agreement; (2) Business Automobile Liability at limits of not less than Five Million Dollars (\$5,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages and such insurance shall apply to any owned, non-owned, leased or hired automobiles used in the performance of this Agreement; and (3) Workers' Compensation coverage as required by statute and Employers Liability coverage with limits of not less than Five Million Dollars (\$5,000,000) for each occurrence for bodily injury by accident or disease. Limits of liability requirements may be satisfied by a combination of primary, umbrella, or excess liability policies, provided that the coverage under any such umbrella or excess liability policies is at least as broad as the primary coverage. The policies must also have a commercially reasonable deductible. UA, its subsidiaries and affiliates shall be covered by endorsement, as additional insureds on all liability policies referenced above except Worker's Compensation. Grantee shall furnish UA with Certificates of Insurance evidencing such coverages in conjunction with the execution of this Agreement. Thereafter, upon the expiration and renewal of the policies evidenced in the Certificate of Insurance, Grantee shall furnish updated certificates of insurance and additional insured endorsements within five (5) business days of the expiration of each policy. The Certificates of Insurance shall be sent to: UAInsurance@underarmour.com. UA's failure to request or identify a deficiency within a Certificate of Insurance shall not be deemed as a waiver of the foregoing obligations. Nothing herein will limit or prohibit UA from obtaining insurance for its own account and any proceeds payable thereunder will be payable as provided in the underlying policy. Insurance coverage limits required herein shall not be construed as a limitation on Grantee's liability hereunder.
- 13. <u>Governing Law; Assignment</u>. This LOA is governed by California law, without regard to conflict of law principles, and are subject to the exclusive jurisdiction of the state and federal courts of California. This LOA may not be assigned by Grantee without the prior written



consent of UA and any attempt to assign any rights arising under this LOA without such consent shall be null and void.

- 14. <u>Review and Cancellation</u>. UA reserves the right to review the terms of this agreement, up to and including the termination of the support provided. Notice of termination shall be provided to Grantee within five (5) days of intended termination. Should agreement be terminated for any reason, UA reserves the right to require repayment of any and all funds provided to Grantee.
- 15. Intellectual Property. UA hereby grants to Grantee a royalty-free, non-exclusive, limited, non-transferable license to use UA's name and logo as provided by UA to Grantee in writing for use in accordance with the terms of this LOA (the "Under Armour Marks") to promote Under Armour's collaboration with Grantee as herein described. Grantee shall submit to UA and UA shall have the right to approve all proposed uses of the Under Armour Marks by Grantee, which approval shall not be unreasonably withheld, conditioned, or delayed. If UA does not approve or disapprove a request for approval in writing within ten (10) days of receipt thereof, such use and associated materials shall be deemed disapproved. If UA disapproves any materials submitted by Grantee, UA shall provide Grantee with written reasons as to why such materials were disapproved. Use of the Under Armour Marks by Grantee and the goodwill associated therewith shall inure to the benefit of UA. UA owns all right, title and interest in and to the Under Armour Marks, and Grantee shall not do anything inconsistent with UA's ownership of the Under Armour Marks. To that end, Grantee shall make reasonable efforts as may be requested by UA to assure that the quality of Grantee's use of the Under Armour Marks and the level of quality of its goods and services provided in connection with the Under Armour Marks is high and does not detract from the goodwill associated with the Under Armour Marks. If UA permits Grantee to use any Under Armour Marks, at any time thereafter UA may revoke the license to such use granted hereunder, following which Grantee shall immediately cease any and all use(s) thereof, including without limitation, removal of same from property, and destruction of advertising or marketing material containing the Under Armour Marks.

Grantee hereby grants to UA a royalty-free, non-exclusive, limited, non-transferable license to use Grantee's name and logo (the "Grantee Marks") to promote UA's collaboration with Grantee as herein described. UA shall submit to Grantee and Grantee shall have the right to approve all proposed uses of the Grantee Marks by UA, which approval shall not be unreasonably withheld, conditioned, or delayed. If Grantee does not approve or disapprove a request for approval in writing within ten (10) days of receipt thereof, such materials shall be deemed disapproved. Notwithstanding the foregoing, approval shall be deemed given, and the submission of such intended uses shall not be required if the uses of the Grantee Marks are the same as uses previously approved by Grantee. If Grantee disapproves any materials submitted by UA, Grantee shall provide UA with written reasons as to why such materials were disapproved. Use of the Grantee Marks by UA and the goodwill associated therewith shall inure to the benefit of Grantee. Grantee owns all right, title and interest in and to the Grantee Marks, and UA shall not do



anything inconsistent with Grantee 's ownership of the Grantee Marks. To that end, UA shall make reasonable efforts as may be requested by Grantee to assure that the nature and quality of UA's use of the Grantee Marks and the level of quality of its goods and services provided in connection with the Grantee Marks is high and does not detract from the goodwill associated with the Grantee Marks.]

The parties acknowledge that any use of the other party's marks, other than in accordance with this LOA, will cause irreparable damage to the other party. Therefore in the event of any such breach or threatened breach of this <u>Section 15</u> the non-breaching party will be entitled, in addition to and not in lieu of all other rights and remedies available at law or in equity, to specific relief including, without limitation, an injunction enjoining any such breach or threatened breach, and costs incurred in connection therewith.

Subject to this <u>Section 15</u>, UA strongly encourages Grantee to recognize UA's support of Grantee utilizing the following handles and hashtags: @UANews, @Underarmour, @curryrbands, #ChangeTheGameForGood. Please send all social media posts to lynn.quayle@underarmour.com for review and approval in advance of posting. Such posting shall in no way disparage UA. Should Grantee wish to use Under Armour Marks in communication materials other than social media, please email lynn.quayle@underarmour.com, it being understood that such use is subject to UA's prior written approval, which may be withheld in UA's sole and absolute discretion.

16. Confidentiality. Grantee acknowledges that Grantee has been furnished, or may be furnished or may otherwise have received or have had access to or will receive or have access to, information that relates to UA's past, present, or future product lines, projects, research, development, inventions, computer processes, techniques, designs, patents, patent applications, copyrights, trademarks, trademark applications, programs and codes; UA's marketing methods, negotiations, programs and related data, or other written records used in UA's business; or any other confidential or proprietary information of, about, or concerning the business of UA or its manner of operations (collectively, the "Confidential Information"). Grantee agrees to preserve and protect the confidentiality of the Confidential Information, including all verbal and physical forms thereof, whether disclosed to Grantee before this LOA is signed or afterward. Grantee further agrees that it will not at any time during or after Grantee's relationship with UA, directly or indirectly, disclose or disseminate the Confidential Information to any third party for any reason, without the prior written approval of UA. Grantee also agrees to disclose the Confidential Information only to those of its employees, agents and independent contractors (collectively, "Representatives") that need to know such Confidential Information in connection with Grantee's provision of services under this LOA and who have agreed in writing to be bound by terms and conditions substantially similar to, and no less restrictive with respect to limitations on use and disclosure than, those of this LOA. Grantee shall be responsible for any breach of this LOA by its Representatives.

The foregoing obligations of confidentiality shall not apply to any information which has become



part of the public domain without any breach of this LOA by Grantee, or that becomes rightfully known to Grantee without a confidentiality restriction from a source other than UA, or pursuant to a valid court order or subpoena issued by a court of competent jurisdiction, provided that Grantee gives UA immediate notice of such order or subpoena and exercises Grantee's reasonable best efforts, if requested by UA, to assist UA in obtaining an appropriate protective order.

Nothing in this LOA shall be construed as granting Grantee expressly, by implication, estoppel or otherwise (i) any right to utilize the Confidential Information received hereunder except as provided herein; or (ii) any patent, trademark or copyright owned or controlled by UA, or any license under any such patent, trademark or copyright, or any patent, trademark or copyright hereafter owned or controlled by UA. Transmission of Confidential Information shall not constitute any representation, warranty, assurance, guaranty, or inducement by UA to Grantee with respect to infringement of any patent or any proprietary rights of others. UA shall not be liable for damages arising from Grantee's use of or reliance on information disclosed hereunder.

Within three (3) days after UA's request, or immediately upon the termination or expiration of this LOA, Grantee shall return to UA all copies of the Confidential Information in tangible form. This Section 18 shall survive the termination or expiration of this LOA under all circumstances.

- 17. <u>Data Privacy</u>. Grantee warrants that it has implemented safeguards to ensure the security and integrity of any information that can be used directly or indirectly, alone or in combination with other information, to identify an individual ("<u>personal data</u>") in Grantee's possession, custody or control and will at all times comply with UA's Privacy, Confidentiality and Information Security Addendum located at https://privacystandards.underarmour.com (password #PTH2019!), as same may be modified from time to time. Grantee will comply with all applicable laws, regulations and industry standards relating to the privacy, confidentiality or security of personal data. As set forth in the Addendum, Grantee will inform Under Armour within 24 hours of any actual or suspected loss or unauthorized processing, use, disclosure or acquisition of or access to any personal data in Grantee's possession, custody or control by notice sent to dataissue@underarmour.com. The content of any publications related to any unauthorized release of personal data must be approved by Under Armour prior to distribution.
- 18. <u>No Disparagement</u>. Grantee agrees (and agrees to cause any person or entity speaking on behalf of Grantee) to refrain from making (and to refrain from encouraging third parties from making) any disparaging, negative, or uncomplimentary statements, whether public or private, regarding Under Armour, its products and personnel, and this LOA. This provision will survive the termination and/or expiration of this LOA.
- 19. <u>Notices</u>. All notices and other communications from either party to the other under this LOA shall be in writing and shall be deemed received upon (a) actual receipt, (b) the expiration of the fifth business day after being deposited in the United States' mails, postage



prepaid, (c) the next business day following deposit with an internationally recognized overnight delivery service (e.g., Federal Express), or (d) email with delivery confirmation receipt. Notices to Grantee will be sent to Grantee's notice address set forth hereinabove as well as ousdlegal@ousd.org. Notices to UA shall be sent to Under Armour, Inc. 1020 Hull Street, Baltimore, MD 21230, Attention: Global Philanthropy, lynn.quayle@underarmour.com with a copy to the same address, Attention: Legal Department, Email address: legalnotices@underarmour.com.

- 20. <u>Laws Applicable to Grantee</u>. Nothing in this LOA is intended nor shall be interpreted to prohibit Grantee from complying with all applicable state and federal laws, including, but not limited to, the California Public Records Act and the Family Educational Rights and Privacy Act (FERPA).
- 21. <u>Miscellaneous</u>. This LOA, once signed by both parties supersedes all previous, letters, memorandum of understanding, agreements, documents, communications, and conversations with regard to the subject matter hereof.
- 22. <u>Signature</u>. By signing this agreement, you confirm Grantee's willingness to comply with requirements set forth herein. No waiver, modification or cancellation of any term or condition of this Agreement shall be effective against UA unless executed in writing by UA. The parties may execute this LOA in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one LOA. Signatures delivered by electronic or digital signature shall have the same force and effect as an original signature and shall be considered legally admissible evidence of the parties' intention to be legally bound by this LOA. Without limitation, "electronic or digital signature" shall include electronically scanned and transmitted versions (e.g., email of a pdf or .tif) of an original signature or the use of a mutually acceptable digital signature service provider and, absent contrary written instructions by the transmitting party, the transmission of such an electronic signature by email or other electronic or digital means by one party hereto to the other party hereto shall constitute execution and delivery by the transmitting party and is as effective as executing and delivering this LOA in the presence of the other party to this LOA.

We thank you for your work to enrich the lives of communities we share and look forward to hearing of the great work as a result of this support.

Should you have any questions, please do not hesitate to reach out to our team.

Best, UNDER ARMOUR, INC.

Stacey M. Ullrich Senior Director, Global Philanthropy





To indicate Grantee's agreement to the terms and conditions as set forth herein, please sign and return this LOA within 10 days of receipt.

Organization Name: Oakland Unified School District						
Signature:		If the have				
Printed Name: Shanthi Gonzales			Kyla Johnson Trammell			
Title: _	e: President, Board of Education			Secretary, Board of Educatio	n	
Date:	05, 19	, 2021				