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| Enactment Date | 1/17/2023 os |



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

January 11, 2023

To: Board of Education

From: Sondra Aguilera, Acting Superintendent
Christie Herrera, Executive Director, Early Learning

Subject: **Grant Agreement – Oakland Public Education Fund – Schwab Charitable - Early Childhood Education Department**

ACTION REQUESTED:

Approval by the Board of Education of a Grant Agreement, Regrant #22-05-05174126, by and between the District and the Oakland Public Education Fund, accepting \$25,000.00, for Project: Oakland Unified School District – ECE, from Schwab Charitable, to support Preschool teachers taking POLL training, for the period of July 1, 2022 through June 30, 2023, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

The District will receive grant award for the 2022-2023 school year as indicated in the chart below. The grant documentation is available on the Board legislative website.

| File I.D # | Backup Document Included | Type | Recipient | Grant’s Purpose | Time Period | Funding Source | Grant Amount |
|------------|--------------------------|-------------|--|---|--------------------|-------------------|--------------|
| 22-2118 | Yes | Grant Award | Oakland Unified School District for Early Childhood Education Department | To support preschool teachers taking POLL training. | 7/1/2022–6/30/2023 | Schwab Charitable | \$25,000.00 |

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.

FISCAL IMPACT:

The total amount of the grant amendment will be provided to OUSD ECE from the funder

- Grant Valued: \$ 25,000 (Resource: 9046)

RECOMMENDATION:

Approval by the Board of Education of a Grant Agreement for Early Childhood Education for fiscal year 2022-2023, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

Grant Face sheet
Grant Agreement

OUSD Grants Management Face Sheet


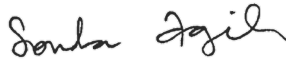
| | |
|---|--|
| Title of Grant: Schwab Charitable | Funding Cycle Dates: July 1, 2022 through June 30, 2023 |
| Grant's Fiscal Agent: Katherine Greenstone Grants Processor The Oakland Public Education Fund PO Box 71005 Oakland CA 94612 grants@oaklandfund.org Katherine@oaklandfund.org Telephone (510) 221.6968 Fax (510) 221-6053 Priya Jagannathan Grant Writer Priya@OaklandSmartandStrong.org | Grant Amount for Full Funding Cycle: \$25,000.00 |
| Funding Agency: Oakland Public Education Fund | Grant Focus: PreK teachers will attend POLL training to develop leadership skills, collaboration and sharing best practices. They will also learn teaching practices to support multilingual learners. |
| List all School(s) or Department(s) to be Served: Acorn Woodland CDC, Allendale State PreK, Arroyo Viejo CDC, Bella Vista CDC, Bridge Academy @ Melrose, Centro Infantil De La Raza CDC, Cox CDC, Garfield State PreK, Highland CDC, Jefferson CDC, Lockwood State PreK, Manzanita CDC, Stonehurst CDC, YukYau CDC | |

| Information Needed | School or Department Response |
|---|---|
| How will this grant contribute to sustained student achievement or academic standards? | This grant will contribute to sustained student achievement... 1. Supporting teacher development and small inquiry groups in schools with a high EL count 2. Teachers will learn research based and evidence based oral language and pre literacy skills to support not only English but the home language as an asset 3. Students will increase use of complex vocabulary and expressive language use teacher support and in play |
| 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 5.59% 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.) | This grant will be evaluated through the use of: Teacher Survey to understand the shift of teacher practice Classroom walkthroughs and ELL reviews DRDP data |
| Does the grant require any resources from the school(s) or district? If so, describe. | No |
| Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? | No |

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| (If yes, include the district's indirect rate of 5.59% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.) | |
| 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 |

| | |
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| Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.) | Christie Herrera OUSD ECE 1025 4 th Avenue Oakland CA 94606 (510) 273-8277 Christie.herrera@ousd.org |
|--|---|

Applicant Obtained Approval Signatures:

| Entity | Name/s | Signature/s | Date |
|--------------------------------------|------------------|---|-----------|
| Executive Director of Early Learning | Christie Herrera |  | |
| Department Head | Sondra Aguilera |  | 8/30/2022 |

Grant Office Obtained Approval Signatures:

| Entity | Name/s | Signature/s | Date |
|----------------|-----------------------|-------------|------|
| Fiscal Officer | Lisa Grant Dawson | | |
| Superintendent | Kyla Johnson-Trammell | | |



July 13, 2022

Dear Christie Herrera,

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 \$25,000.00 for the project: Oakland Unified School District - ECE.

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. 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

The 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 "Alex Medina", written in a cursive style.

Alexandria Medina
Executive Director
Oakland Public Education Fund



SECTION 1: PROJECT FUNDING OVERVIEW

| | |
|------------------------|---|
| Name of Project | Oakland Unified School District - ECE |
| Date Approved | July 13, 2022 |
| Funding Source | Schwab Charitable |
| Amount of Grant | \$25,000.00 |
| Grant Period | Grant Start: July 1, 2022 Grant End: June 30, 2023 |
| Grant Writer | Name: Priya Jagannathan |
| Conditional/Restricted | Yes |

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.*

PURPOSE OF THIS GRANT

1. PreK teachers in Oakland will learn and/or elevate teaching practices to support multilingual learners in PreK classrooms with teacher stipends and extended contract hours by attending 3 day POLL training
2. Develop leadership skills, collaboration and sharing of best practices with teachers lead trainings and coaching after the POLL training

STEPS YOU WILL TAKE TO ACHIEVE YOUR RESULTS

1. 3 day training and certificate of completion for each teacher with Dr. Carola Oliva-Olson
2. Monthly professional learning community lead by Dr. Zermeño
3. Data collection with PreK Learning walk tool

WHAT WILL CHANGE AS A RESULT OF YOUR PROJECT

1. Completion of POLL with evidence of integration of focal practices from multilingual toolkit
2. Teacher participants of PK-2 communities of practice share learnings with stakeholders, including families.
3. Increase the percentage of DLLs in preschool receiving an "Integrating Earlier" rating on the Language and Literacy developmental domain of the Desired Results Developmental Profile (DRDP) by 2 percentage points each year, using 2021-22 as the baseline.
4. Increase the percentage of TK-2nd grade students meeting their biliteracy reading goals in the i-Ready literacy assessment by 2 percentage points each year, using 2021-22 as the baseline.

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 the Oakland 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 mailed.



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 July 13, 2022, 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.

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

Understood and agreed to,

Grantee Signature

Oakland Ed Fund Authorized Signature

Signature: 

Signature: 

Title: Director, Early Childhood Education

Title: Executive Director

Date: 7/13/2022

Date: 7/13/2022

Approved as to form on September 13, 2022 by Joshua R. Daniels



Mike Hutchinson, President, BOE



Kyla Johnson-Trammell, Superintendent & Secretary, BOE

