

File ID Number	19-2205
Introduction Date	1/22/2020
Enactment Number	20-0147
Enactment Date	1/22/2020
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OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

December 11, 2019

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Christie Herrera, Executive Director, Early Childhood Education

Subject: Grant Agreement - The Kenneth Rainin Foundation - Early Literacy Cohort Project - Early Childhood Education

ACTION REQUESTED:

Approval by the Board of Education of a Grant Agreement between the District and The Kenneth Rainin Foundation, Oakland, CA, accepting a grant from the latter, in the amount of \$1,850,000.00, to support District's participation in The Kenneth Rainin Foundation Early Literacy Cohort Project for the Early Childhood Education Department, for the period of July 1, 2019 through June 30, 2020, pursuant to the terms and conditions thereof.

BACKGROUND:

Grant agreement for OUSD high schools for the 2019-2020 fiscal year was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
19-2205	Yes	Grant	Oakland Unified School District Early Childhood Education sites.	Grant to support to support the Early Literacy Cohort Project.	July 1, 2019 - June 30, 2020	The Kenneth Rainin Foundation	\$1,850,000.00

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

FISCAL IMPACT:

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

- Grants valued at: \$1,850,000.00

RECOMMENDATION:

Approval by the Board of Education of a grant agreement for OUSD Early Childhood Education sites for fiscal year 2019-2020, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

Grant Face Sheet
Grant Agreement

OUSD Grants Management Face Sheet

Title of Grant: Rainin Foundation: Early Literacy Cohort Project	Funding Cycle Dates: July 1, 2019 through June 30, 2020
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Paula Ambrose, Program Officer Kenneth Rainin Foundation 155 Grand Avenue Oakland CA 94612 510-625-5207 Paula.ambrose@krfoundation.org	Grant Amount for Full Funding Cycle: First Installment \$ 1,500,000.00 Second Installment \$ 350,000.00 Total amount not to exceed \$ 1,850,000.00
Funding Agency: Kenneth Rainin Foundation 155 Grand Avenue Oakland CA 94612 510-625-5207	Grant Focus: To support Oakland Unified – Rainin Foundation Early Literacy Cohort Project.
List all School(s) or Department(s) to be Served: Early Childhood Education sites	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The grant will support the participation of Early Literacy Cohort Project.
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.)	This grant will be evaluated using District reading assessment at grades TK-1st grade as pre and post to determine impact during the school year. First interim report due on November 1, 2019, a second interim report is due on March 16, 2020, and a final report is due on June 22, 2020. The annual agency plan will determine the effectiveness of the project.
Does the grant require any resources from the school(s) or district? If so, describe.	Yes, OUSD pays .2 of the .4 FTE of each TK Tutor who implements SEEDs. These .2 positions are paid under LCFF funds.
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.)	Christie Herrera, Executive Director Early Childhood Education 1025 4 th Ave, Oakland CA 94606 510-273-8277

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Early Childhood Education, Executive Director	Christie Herrera		
Department Head (e.g. for school day programs or for extended day and student support activities)	Sondra Aguilera	<i>Sondra Aguilera</i>	12/6/19

Grant Office Obtained Approval Signatures:

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



May 23, 2019

Oakland Unified School District
Attn: Christie Herrera
1000 Broadway, Suite 300
Oakland, CA 94607

RE: Agreement for Grant #2019-1241

Dear Christie:

It is my pleasure to inform you that the Kenneth Rainin Foundation (the "Foundation") has approved a grant of up to \$1,850,000.00 to Oakland Unified School District ("Grantee") to support OUSD Early Literacy Cohort Project. This grant will be paid in two installments contingent upon the Grantee's timely provision of the first interim grant report due on November 1, 2019 detailing financial outcomes of prior and current year actuals.

The first installment of \$1,500,000.00 will be paid upon receipt of this signed grant agreement letter. The second installment of up to \$350,000.00, depending on carry over from prior years, will be contingent upon submission of the first interim report detailing financial reporting (budget to actuals), and will be paid by November 30, 2019.

This letter is a legally binding agreement ("Agreement"). It will be effective when we receive an original copy signed by an authorized representative of your organization. We will arrange for payment of the first installment within 3 weeks of when we receive the signed Agreement from you. Please keep a copy of the signed Agreement for your files. Please read the terms and conditions of this Agreement very carefully, including the reporting requirements.

TERMS AND CONDITIONS

- 1. Use of Funds.** Grantee shall use the grant funds only for the purposes of the specific project described above. Grantee may not make any significant changes in the purposes for which grant funds are spent without the Foundation's prior approval. Alternatively, the Foundation may require the Grantee to repay to the Foundation any portion of the grant funds that is not spent or committed for the specific purposes described above.
- 2. Reporting.** Grantee shall submit to the Foundation the first interim report due on 11/1/2019, a second interim report due on 3/16/2020 and a final report due on 6/22/2020,

on the activities funded with this grant for any annual accounting period of Grantee during which Grantee receives, holds, or spends any of the grant funds. Grantee should refer to the Foundation's online system to view the requirements for the grant report. Grant report must be submitted via the Foundation's online system.

3. Recordkeeping. Grantee shall treat grant funds as restricted assets and shall maintain books to show the grant funds, together with other project funds, separately. All expenditures made in furtherance of the purposes of the grant shall be charged off against the project funds and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of project funds. Grantee shall make these books and records available to the Foundation at reasonable times for review and audit, and shall comply with all reasonable requests of the Foundation for information and interviews regarding use of project funds. Grantee shall keep copies of all relevant books and records and all reports to the Foundation for at least four years after completion of the use of the project funds.

4. Prohibited Uses. Grantee shall not use any portion of the funds granted in a manner inconsistent with Internal Revenue Code ("IRC") Section 501(c)(3), including:

- a. Influencing the outcome of any specific election for candidates to public office, or
- b. Inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur, or taking any other action inconsistent with IRC Section 501(c)(3).

5. Lobbying; Reliance on Project Budget. The Foundation is relying on Grantee's representations, made in Grantee's grant request and proposed budget, as to the amount budgeted by Grantee for project activities that are **not** attempts to influence legislation. This grant is not earmarked for influencing legislation within the meaning of IRC Section 4945(e), and the Foundation and Grantee have made no agreement, oral or written, to that effect. Thus, any use of grant funds by Grantee for such activities constitutes a decision of Grantee that is wholly independent of the Foundation.¹

6. No Pledge. Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by the Foundation or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other project. The Grant contemplated by this Agreement shall be a separate and independent transaction from any other transaction between the Foundation and Grantee or any other entity.

7. Representation and Warranty Regarding Tax Status. By entering into this

¹ Note that the Grantee must submit a total project budget (not just a budget for use of the Foundation grant) showing that more will be spent for non-lobbying purposes than the amount of the Foundation's grant.

Agreement, Grantee represents and warrants that Grantee is exempt from federal income tax under IRC Section 501(c)(3) and that it is not a private foundation as defined in IRC Section 509(a). Such representation and warranty shall continue through the last date that Grantee spends grant funds.

8. Notice. Grantee shall give the Foundation immediate written notice of any change in the Internal Revenue Service's recognition of Grantee's tax-exempt or public charity status. Grantee shall also give the Foundation immediate written notice of any change in Grantee's executive staff, key staff responsible for achieving the grant purposes, or the members of its governing body.

9. Publications; License. Any information contained in any publications, studies, or scientific research funded by this grant shall be made available to the public following such reasonable requirements or procedures as the Foundation may establish from time to time. Grantee grants to the Foundation an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.

10. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of the Foundation, its officers, directors, employees, or agents.

11. No Agency. Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.

12. Grant Announcements. Grantee shall acknowledge this Grant in its written materials or on Grantee's website. Any such announcements shall list the Foundation's full legal name: Kenneth Rainin Foundation. If Grantee wishes to describe the Foundation further, it shall describe the Foundation as: "Kenneth Rainin Foundation is a private family foundation dedicated to enhancing quality of life by championing and sustaining the arts, promoting early childhood literacy and supporting research to cure chronic disease. Collaboration and innovation are at the heart of all its programs. Its vision is guided by the belief that change is possible through inquiry, creativity and compassion." Grantees are permitted to use the Foundation's logo in promotional materials for the Project. Logo files and usage guidelines can be downloaded from <http://krfoundation.org/about/grantee-communications/core-program-grants/>.

13. Further Assurances. Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the IRC. Grantee agrees that if Grantee has any doubts about its obligations under this Agreement, including those incorporated by reference to the IRC, Grantee will promptly contact the Foundation or legal counsel.

14. No Waivers. The failure of the Foundation to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

15. Remedies. If the Foundation determines, in its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Foundation may demand the return of all or part of any disbursed grant funds not properly spent, including any funds spent or committed to third parties, and/or refuse to make any further grant payments to Grantee under this or any other grant agreement. If funds have been disbursed and the Foundation determines adequate progress has not been made, then the Grantee shall immediately repay funds to the Foundation. The Foundation may also avail itself of any other remedies available by law.

16. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.

17. Entire Agreement. This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.

18. Governing Law. This Agreement shall be governed by the laws of the State of California applicable to contracts to be performed entirely within the State. Please state your organization's fiscal year below as indicated, and have an authorized officer of your organization sign this Agreement and return it to the Foundation. Please keep a copy of the signed Agreement for your files.

Please direct all future communications concerning this grant to the Education Program Staff. The Foundation is delighted to support Oakland Unified School District. We wish you every success.

In witness whereof, the parties have entered into this Agreement as of the last date set forth below.

Foundation Signature: Paula Ambrose Date: 5/24/19

Printed Name: Paula Ambrose
Title: Program officer

Grantee Signature: Jody London Date: 2/23/2020

Printed Name: Jody London
Title: President, Board of Education

Fiscal year ends: / /
Month Day

Kyla Johnson Trammell
Kyla Johnson Trammell 2/23/2020
Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 12/12/19 [Signature]
Joshua R. Daniels, General Counsel

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