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Enactment Date	



OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

October 13, 2021

To: Board of Education

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

Subject: Grant Agreement- Teaching & Learning Grant #20210078 – The Kenneth Rainin Foundation – Early Literacy Collaborative – Early Childhood Education

ACTION REQUESTED:

Approval by the Board of Education of a Grant Agreement-Teaching & Learning Grant #20210078 between the District and The Kenneth Rainin Foundation, Oakland, CA, with the District accepting \$2,082,000.00, to support the Early Literacy Kings of Oakland project, for the period of September 1, 2021 through August 31, 2024, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant agreement for OUSD schools for the 2021-2024 fiscal years was submitted for funding and indicated in the chart below. The Grant Face Sheet and grant application are attached.

File I. D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Contract Amount
21-2358	Yes	Grant	Oakland Unified School District for Early Childhood Education Department	To support the Early Literacy Kings Project education teaching program	September 1, 2021 – August 31, 2024	The Kenneth Rainin Foundation	\$2,082,000.00

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.

FISCAL IMPACT:

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

- Grant Valued: \$2,082,000.00

RECOMMENDATION:

Approval by the Board of Education of a Grant Agreement for the Early Childhood Education Department, for fiscal year 2021-2024, to pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

Grant Face Sheet
Grant Agreement



OUSD Grants Management Face Sheet

Title of Grant: Early Literacy Kings of Oakland Project	Funding Cycle Dates: September 1, 2021 – August 31, 2024
Grant’s Fiscal Agent: (contact’s name, address, phone number, email address) Miyesha Perry, Director of Grants Management Kenneth Rainin Foundation 155 Grand Avenue, Ste 1000 Oakland CA 94612 510-625-5207 Miyesha.Perry@krfoundation.org	Grant Amount for Full Funding Cycle: \$ 2,082,000.00
Funding Agency: Kenneth Rainin Foundation 155 Grand Ave, Ste 1000 Oakland CA 94612 510-625-5207	Grant Focus: To support the Early Literacy Kings Project education teaching program.
List all School(s) or Department(s) to be Served: OUSD’s Office of Equity, Talent Division, and Early Childhood Education department	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant will contribute to student achievement by providing our young scholars with literacy tutors who are able to provide specific literacy interventions. We have tutors who are part of the young scholars' community and are familiar with their needs. The tutors create an environment of love and respect that encourages our scholars to achieve their goals. Furthermore, by affirming our young scholars, their self-esteem is boosted. Motivating them to become lifelong learners.
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.)	The impact upon student achievement will be assessed through PromoT. Monthly assessments will be conducted by our tutors to determine progress. Our interventions will then be personalized to our young scholars' needs.
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? (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 Oakland Unified School District 1025 4 th Ave, Oakland CA 94606 510-273-8277 Christie.Herrera@ousd.org
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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		9/16/2021

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Chief Business Officer	Lisa Grant- Dawson		
Superintendent	Kyla Johnson-Trammell		



October 7, 2021

Ms. Christie Herrera
Oakland Unified School District
1000 Broadway, Suite 300
Oakland, CA 94606

RE: Agreement for Education – Teaching & Learning Grant #20210078

Dear Christie,

It is my pleasure to inform you that the Kenneth Rainin Foundation (the “Foundation”) has approved a grant of **\$2,082,000.00** to Oakland Unified School District (“Grantee”) to support the Early Literacy Kings of Oakland project, for the grant period of **09/01/2021 - 08/31/2024**, per the application submitted 04/09/2021.

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. This grant will be paid in three installments, upon receipt and approval of the narrative and budget-vs-actual financial reports and progress toward the achievement of the milestones outlined, per the schedule below. Please review the terms and conditions of this Agreement very carefully, including the reporting requirements. 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 above.

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.** To enable the Foundation to evaluate the effectiveness of this grant, Grantee shall submit to the Foundation requested reports including deidentified student data, 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 requirements must be submitted via the Foundation’s online system, on the following due dates:

OUSD Early Literacy Kings Project Conditions, Payments & Reporting Schedule

Grant #20210078 Grant Period 09/01/2021 – 08/31/2024

Legend: SY=School Year

Report Due Date	Report(s)	Milestone (Condition)	Payment Schedule Date	Payment Amount	Notes
On or before 10/1/2021	Signed GAL		10/15/2021	\$694,000	
3/2022	Phone Check-In with KRF Staff				
07/01/2022	Interim Report & Budget vs Actuals Financial Report	Narrative and student data, with Grant budget vs Actuals Financials for 2021-2022 SY.	07/15/2022	\$694,000	*Less any carryover from initial payment
3/1/2023	Phone Check-In with KRF Staff				KRF staff will contact to schedule.
07/01/2023	Interim Report & Budget vs Actuals Financial Report	Narrative and student data, with Grant budget vs Actuals Financials for 2022-2023 SY.	07/15/2023	\$694,000	*Less any carryover from previous payment
3/1/2024	Phone Check-In with KRF Staff				KRF staff will contact to schedule.
10/1/2024	Final Report	Narrative and student data, with Grant budget vs Actuals Financials for 2023-2024 SY.			

- 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 Agreement, Grantee represents and warrants that Grantee is exempt from federal income tax under IRC Section 170(c)(1) 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.

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.

- 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 acknowledgements 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.

(Signatory Page Below)

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 agreement to the Grants Management Team at grants@krfoundation.org. We wish you every success.

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

Foundation:



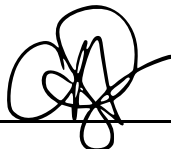
Signature: _____

Date: 10/7/2021

Printed Name: Miyesha Perry

Title: Director of Grants Management

Grantee:




Signature: _____

Date: 10/7/2021

Printed Name: Christie A. Herrera

Title: Ex. Director of Early Learning

Fiscal year ends: _____ / _____
Month Day

Approved as to form by OUSD Staff Attorney Lynn Wu on 10/18/21 



**Kenneth
Rainin**
FOUNDATION

AUTOMATED CLEARING HOUSE (ACH) INFORMATION REQUEST FORM

Please complete this form with your banking information or that of your fiscal sponsor organization, if applicable. A member of our Finance team will contact you for verification. If you have questions while completing the form, please contact Grants Management at grants@krfoundation.org.

You may submit the form through your account in our online grants portal. PLEASE DO NOT EMAIL IT!

Payee Information:

Payee Name: _____

Contact Name: _____ Phone#: () _____

Email Address: _____

Banking Information:

Payee's Bank Name: _____

Bank Address: _____

Bank's City: _____ State: _____ Zip Code: _____

Account Name: _____

ABA/ Routing #: _____

Account #: _____

Account Type
(please check only
one) Checking Savings