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Introduction Date	9/27/17
Enactment Number	7-1371
Enactment Date	9/27/17
By	EL



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

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

To: Board of Education  
From: Kyla Johnson Trammell, Superintendent

Subject: **Grant Award Notification - Kenneth Rainin Foundation - Oakland Unified School District**

**ACTION REQUESTED:**

Approval and acceptance by the Board of Education of District submitting grand award for OUSD Schools from Kenneth Rainin Foundation Grant Award for OUSD's partnership in Early Reading for school year 2017-2018 to accept same, if granted, in whole and in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

**BACKGROUND:**

The Grant is for the sole purpose of supporting Oakland Unified School - Rainin Foundation Partnership for Early Reading, for school year, 2017-2018.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
17-1856	Yes		Oakland Unified School District	Support Early Reading	July 2017-June 2018	Kenneth Rainin Foundation	\$1,844,350.00

**DISCUSSION:**

The Grant is to support Oakland Unified School - Rainin Foundation Partnership for Early Reading.

**FISCAL IMPACT:**

The total Grand value will be provided to OUSD schools from the funders.

- Donation valued at:  
\$1,844,359.00

**RECOMMENDATION:**

Acceptance of the Grant by the Board of Education of District pursuant to the terms and conditions thereof, if any.

**ATTACHMENTS:**

OUSD Grant Award Letter



**Kenneth  
Rainin**  
FOUNDATION

August 21, 2017

Monica Thomas  
Oakland Unified School District  
1000 Broadway  
Oakland, CA 94607

RE: Agreement for Grant #2017-430

Dear Monica,

It is my pleasure to inform you that the Kenneth Rainin Foundation (the "Foundation") has approved a grant of \$1,844,359.00 to Oakland Unified School District ("Grantee") to support Oakland Unified - Rainin Foundation Partnership for Early Reading.

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 grant within 3 weeks of when we receive the signed Agreement from you. This grant will be paid in one installment. 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.** To enable the Foundation to evaluate the effectiveness of this grant, Grantee shall submit to the Foundation the first interim report due on 11/17/2017, a second interim report due on 2/9/2018 and a final report due on 6/29/2018 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 reports 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.<sup>1</sup>
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 501(c)(3) and that it is not a private foundation as defined in IRC

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<sup>1</sup> 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.

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 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/>.



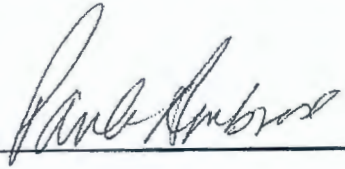
13. **Further Assurances.** Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the IRC. Grantee agrees that if Grantee has any doubts about its obligations under this Agreement, including those incorporated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

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: 

Date: 8/21/17

Printed Name: Paula Ambrose

Title: Program Officer

Grantee:

Signature: 

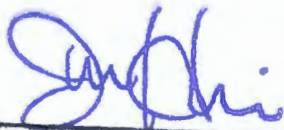
Date: 8/22/17

Printed Name: Monica Thomas

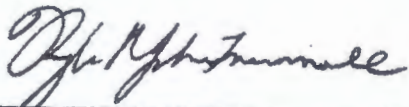
Title: Network Superintendent

Fiscal year ends: 6 / 30

Month Day



James Harris  
President, Board of Education



Kyla R. Johnson-Trammell  
Secretary, Board of Education