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Enactment Number	
Enactment Date	
By	



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

To: Board of Education
From: Antwan Wilson, Superintendent

Subject: **District Accepting Grant Award**

ACTION REQUESTED:

Acceptance by the Board of Education of the Grant Award from Kenneth Rainin Foundation, pursuant to terms and conditions thereof, if any.

BACKGROUND:

The Grant Face Sheet and Grant Award packets are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
17-0155	Yes	Grant	Research, Assessment and Data	School Improvement	January 1, 2017 to June 30, 2017	Grant	\$62,826.00

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

FISCAL IMPACT:

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

- Grants valued at: \$62,826.00

RECOMMENDATION:



Acceptance by the Board of Education of the Grant Award from Kenneth Rainin Foundation, pursuant to terms and conditions thereof, if any.

OUSD Grants Management Face Sheet 2016-17

Title of Grant: Rainin Foundation	Funding Cycle Dates: January 2017 to December 2017
Grant's Fiscal Agent: Oakland Unified School District	Grant Amount for Full Funding Cycle: \$62,826.00
Funding Agency: Kenneth Rainin Foundation	Grant Focus: launch and facilitate task force to develop an action plan to reading grade-level reading by the end of 1 st grade.
List all School(s) or Department(s) to be Served: All Schools	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The grant will promote literacy among OUSD students, particularly in the early elementary grades by: 1) increased research and data analysis on best and promising practices; 2) growing strategic partnerships with community partners; and 3) increasing cross-departmental collaboration within OUSD to support literacy
How will this grant be evaluated for impact upon student achievement?	The grant will be evaluated internally within Research, Assessment & Data. The evaluation criteria will be the extent to which we achieved project goals as outlined in the Rainin Scope of Work, and by monitoring the increase in reading proficiency among our students, particularly in early elementary grades.
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 5.94% 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.)	Jean Wing, Ph.D. 1000 Broadway, Suite 600, Oakland, CA 94607 Phone: (510) 879-2286 Email: Jean.wing@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	Jean Wing, Ph. D.		01/18/2017
Department Head			01/19/2017

Grant Office Obtained Approval Signatures:

Entity	Name	Signature	Date
Fiscal Officer	Vernon Hal		
Superintendent	Antwan Wilson		

KENNETH RAININ FOUNDATION

155 GRAND AVENUE, SUITE 1000
OAKLAND, CA 94612

J.P.Morgan

JPMorgan Chase Bank, N.A.
New York, New York
1-2/210

5331

12/8/2016

PAY TO THE ORDER OF Oakland Unified School District

\$ **62,826.00

Sixty-Two Thousand Eight Hundred Twenty-Six and 00/100***** DOLLARS

Oakland Unified School District
1000 Broadway, Suite 600
Oakland, CA 94607



AUTHORIZED SIGNATURE

MEMO
Grant #2016-3115

⑈00533⑈ ⑆021000021⑆ 849146543⑈

Security features. Details on back.

KENNETH RAININ FOUNDATION

Oakland Unified School District

12/8/2016

5331

Grant #2016-3115
To support a second year of a Research Associate
position that will reside in OUSD's Department of
Research, Assessment and Data and will focus on
Prek-3rd grade

62,826.00 ✓

JP Morgan 08491465 Grant #2016-3115

62,826.00 ✓



**Kenneth
Rainin**
FOUNDATION

November 4, 2016

Jean Wing
Oakland Unified School District
1000 Broadway, Suite 600
Oakland, CA 94607

RE: Agreement for Grant #2016-3115

Dear Jean,

It is my pleasure to inform you that the Kenneth Rainin Foundation (the "Foundation") has approved a grant of \$62,826.00 to Oakland Unified School District ("Grantee") to support a second year of a Research Associate position that will reside in OUSD's Department of Research, Assessment and Data and will focus on PreK – 3rd grade.

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 an interim report due on 7/31/2017, and a final report due on 1/31/2018 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 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 Agreement, Grantee represents and warrants that Grantee is exempt from federal income tax

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.

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 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: Paula Ambrose Date: 11/4/18

Printed Name: Paula Ambrose

Title: Program Officer

Grantee:

Signature: Jean Wing Date: 12/1/16

Printed Name: Jean Wing

Title: Executive Director, OUSD

Fiscal year ends: June 30
Month Day

EXHIBIT A

SCOPE OF WORK - 2016

Agency Name: _____Oakland Unified School District ____ Program Name: Research Associate 0-8

Program Objective 1: Launch and facilitate task force to develop an action plan to reading grade-level reading by the end of 1st grade.

Activities	Person(s) Responsible	Timeline	Method of Measurement
<p>Create a clear, effective, and implementable action plan that all elementary schools adopt to bring all or nearly all struggling readers to benchmark by the end of 1st grade.</p> <ul style="list-style-type: none"> • The action plan would come out of the work of a task force with expertise in early literacy • Research Associate would staff and facilitate the group • Group would include the elementary English Language Arts and early childhood teams at OUSD as well as key external partners 	<p>Rinat Fried will facilitate task force</p>	<p>January 2016- December 2016</p>	<p>The ultimate measurement of the success of this activity is a significant increase in the number of 1st grade students leaving 1st grade reading at or above grade level. The task force will define what percent increases are ambitious and achievable.</p> <p>There are multiple <i>interim</i> measurements:</p> <ul style="list-style-type: none"> • The creation of an action plan that has buy-in from stakeholders. • The endorsement of the plan by the best authorized body (Cabinet or School Board) • That the plan is adequately resourced.

Program Objective 2: Develop 3-4 case studies of promising practices and programs for supporting and accelerating struggling early readers.

Activities	Person(s) Responsible	Timeline	Method of Measurement
<p>Analyze data to help identify best practices in early literacy, include findings from University of Chicago, NORC.</p> <ul style="list-style-type: none"> • Identify 3-4 promising programs that, if studied, could inform OUSD's strategy for effectively supporting struggling readers. • Examples already identified include: • Springboard Collaborative Summer program at ACORN Woodland Elementary and Allendale Elementary in 2015. • Leveled Literacy Intervention, both elementary and secondary • SEEDS of Literacy (this has already been studied by U of Chicago, OUSD would provide follow-up analysis of student outcomes). • Other community partner interventions, such as Reading Partners and Superstars Literacy. 	<p>Rinat Fried</p>	<p>January 2016-December 2016</p>	<p>The ultimate measurement of the success of this set of activities are if we can answer the following two questions:</p> <ol style="list-style-type: none"> 1) Which of our students participated in literacy interventions in OUSD? ("Which" means easily producing a list of participants in programs <u>with an OUSD student ID.</u>) 2) Which interventions were effective at promoting accelerated reading growth?

Please note: improvements in data collection are a significant part of this activity. In some cases, data is not collected or is collected outside of OUSD student information data bases. Creating a data collection system (for example, in the case of community interventions) or improving and expanding data collection for existing OUSD programs, like LLI, will be a significant part of this work and program activity 4.

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<p>The Research Associate will support OUSD to create an action plan for early reading that strategically includes and leverages community resources and OUSD departments outside of Teaching & Learning and Early Childhood. The Research Associate will help support the unification of internal reading initiatives with external initiatives, such as Oakland Reads 2020, to bring maximum resources and expertise to the reading goal. Activities include:</p> <ol style="list-style-type: none"> 1) Incorporating into task force input from community partners and OUSD departments ranging from Oakland Reads 2020, Family Engagement and African American Male Achievement. 2) Supporting regular, ongoing communication and engagement between the task force and partners; 3) Making the role of partners a clear and explicit part of OUSDs action plan for early literacy. 			<p>Multilingual Achievement, Elementary School Networks 1, 2, and 3.</p> <p>Externally, these should include: Oakland Reads 2020, the Oakland Literacy Coalition, Urban Strategies, and approximately 6 large volunteer organizations, such as Reading Partners, Superstars Literacy, and the Jewish Coalition for Literacy.</p> <ol style="list-style-type: none"> 2) How many organizations and departments are meaningfully engaged and contributing? 3) Using a rubric, how many stakeholder organizations feel more deeply engaged, clear about their role, and in clear communication with OUSD in February 2016 compared with December 2016 (we will conduct a pre- and post-questionnaire.)
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Program Objective 4: Create or improve collection and access to data on early childhood education and develop data linkages between pre-K and TK-12 data systems, as well as reporting and visualizations for data on early childhood, attendance, literacy assessment, and neighborhood/school feeder patterns between pre-K and elementary schools.

Activities	Person(s) Responsible	Timeline	Method of Measurement
<p>Improve the availability, accessibility, visibility and integration of data around preschool and school readiness.</p> <ul style="list-style-type: none"> • Improve current data collection around preschool experience by providing additional training for clerical staff on OUSD options form & hire temps to do follow up calls to parents in winter • Complete a data sharing agreement with Oakland Head Start • Create enrollment dashboard for OUSD Early Childhood programs with ethnicity, home language and other demographic information overall and by site • Create attendance dashboard for OUSD Early Childhood programs that identify patterns of chronic absenteeism • Support the EDI in 2016-17 • Improve the capture of 	<p>Rinat Fried</p>	<p>January 2016-December 2016</p>	<p>Capture preschool experience for at least 75% of incoming Ks and TKs in 2016-17</p> <p>Creation & deployment of ECE enrollment, attendance, and feeder pattern dashboards on ousddata.org</p> <p>95% participation in EDI in 2016-17</p> <p>OUSD receives Head Start 2016-17 4 year old participant data with first name, last name and birthdate and enrolled dates.</p>

<p>OUSD preschool students in AERIES</p> <ul style="list-style-type: none">• Create a dashboard the visualizes and analyzes feeder patterns for CDC students			
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Program Objective 3: Build collaboration across OUSD and with external partners and coalitions to align early literacy work and maximize collective impact.

Activities	Person(s) Responsible	Timeline	Method of Measurement
<p>Expand the number of people, departments and organizations working effectively and in alignment with and within OUSD to create and implement an action plan to ensure that all or almost all 1st graders read at or above grade level.</p> <p>The context for this activity is the observation that there is a tremendous interest and commitment to early literacy across Oakland and Oakland Unified. From foundations to community volunteer organizations to OUSD departments like Family Engagement and Summer School, hundreds of individuals and dozens of groups share OUSD's goals around reading and want to contribute to improving reading outcomes. This is evident from the number of member organizations in the Oakland Literacy Council; the number of organizations currently bringing volunteers to schools, and the growing philanthropic investment in Oakland and OUSD to support early literacy.</p>	<p>Rinat Fried</p>	<p>January 2016- December 2016</p>	<p>To measure the effectiveness of this strategy, we would ask:</p> <ol style="list-style-type: none"> 1) To what extent do we have input from and meaningful contributions from key external and internal partners? We will need to create a comprehensive list, but internally these should include: Early Childhood Education, Teaching & Learning, Summer Learning, Family Engagement, After School, African American Male achievement, Communications, Research, Assessment & Data, Student Assignment Center, Programs for Exceptional Children, English Learners and