

File ID Number	20-2320
Introduction Date	12/9/20
Enactment Number	20-1717
Enactment Date	12/9/2020 lf
By	



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

December 9, 2020

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer  
Wesley Jacques, Executive Director, Academics and Instructional Innovation Department

Subject: Grant Agreement - Kenneth Rainin Foundation - Grant ID #20201712 - Academics and Instructional Innovation Department

**ACTION REQUESTED:**

Approval by the Board of Education of a Grant Agreement (Grant ID #20201712) between District and Kenneth Rainin Foundation, with the District accepting \$1,850,000.00, to fund a continued partnership to provide transitional kindergarten to 2nd grade literacy support in 39 District schools, via the Academics and Instructional Innovation Department, for the period of July 1, 2020 through June 30, 2021, pursuant to the terms and conditions thereof.

**BACKGROUND:**

Grant Agreement for OUSD schools for the 2020-2021 fiscal year was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
20-2320	Yes	Grant	Oakland Unified School District, Academics and Instructional Innovation Department	To fund a continued partnership with the Kenneth Rainin Foundation to provide transitional kindergarten to 2nd grade literacy support in 39 District schools.	July 1, 2020 - June 30, 2021	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 the Academics and Instructional Innovation Department for fiscal year 2020-2021, pursuant to the terms and conditions thereof, for the grant year, if any.

**ATTACHMENTS:**

Grant Face Sheet

Grant Agreement, Kenneth Rainin Foundation


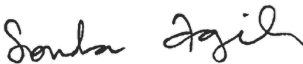
## OUSD Grants Management Face Sheet

<b>Title of Grant:</b> OUSD Grant #20201712	<b>Funding Cycle Dates:</b> July 1, 2020 – June 30, 2021
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address) Paula Ambrose, Program Officer, Education Kenneth Rainin Foundation 155 Grand Avenue Oakland, CA 94612 (510) 625-5214	<b>Grant Amount for Full Funding Cycle:</b>  First Installment: \$1,500,000.00 Second Installment: \$ 350,000.00 Total Amount: \$1,850,000.00
<b>Funding Agency:</b> Kenneth Rainin Foundation 155 Grand Avenue Oakland, CA 94612	<b>Grant Focus:</b> To renew support to fund a continued partnership with the Rainin Foundation to provide transitional kindergarten to 2 <sup>nd</sup> grade literacy support in 39 District schools.
<b>List all School(s) or Department(s) to be Served:</b> 39 OUSD schools: Global Family, ICS, Bridges, Manzanita Community, Esperanza, Manzanita SEED, Korematsu Discovery Academy, Sankofa United, MLA, Prescott, TCN, Emerson, EnCompass, Greenleaf Tk-8, Horace Mann, New Highland, Hoover, PRIDE, Madison Primary, Brookfield, Grass Valley, RISE, Burckhalter, Bella Vista, Howard, Carl Munck, Markham, Futures, Community United, Parker, Fruitvale, Allendale, Garfield, Reach, La Escuelita, MLK, Franklin, Piedmont, and Laurel Elementary Schools	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	<p>Our district data shows a distinct need for bolstering literacy achievement in the early years, especially when we disaggregate the data by subgroup. Our literacy achievement data shows concerning disproportionality. For example, our 18-19 ELA SBAC data for 3rd graders reflect that only 19% of African American students and 23.9% of Latino students are meeting or exceeding proficiency. This highlights the need for our district to focus on improving our early literacy instruction in Tk-2nd grade to ensure our students are accurate and fluent readers by the end of 2nd grade.</p> <p>Therefore, this grant serves to provide essential Early Literacy support to 39 of our 50 schools that show a demonstrated need based on achievement data. The grant will contribute to sustained student achievement by funding:</p> <ul style="list-style-type: none"> <li>● Early Literacy tutors for the 39 schools based on the number of Kinder classrooms to provide foundational skill reading support</li> <li>● Early Literacy Central Coaches to provide targeted support to sites.</li> <li>● Stipends for Early Literacy Site Representatives from each school to improve literacy instruction, assessment administration, and data analysis.</li> <li>● An Early Literacy Coordinator to manage and support sites, teachers, coaches and conduct key professional development in Early Literacy.</li> <li>● Additional Early Literacy curriculum materials</li> <li>● A Curriculum Coordinator to direct the process for adoption of coherent, standards-based ELA curriculum in K-5th grade.</li> </ul>
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 5.56% in the budget. The 1% or negotiated data fee will be	We intend to track metrics of student achievement for all students in the 39 schools in Tk-2nd grade. Additionally, we intend to track improvement data by a subgroup of students as well. These metrics will include measures such as IGDIs/FAST, Letter Identification metrics, and i-Ready.

charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	We will also complete feedback surveys to assess teacher learning after Early Literacy Professional development and track the participation rate in our PD offerings.
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 5.56% 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.)	Romy Trigg-Smith, Early Literacy Coordinator Academics and Instructional Innovation Department Oakland Unified School District 1000 Broadway, Suite 440 Oakland, CA 94607 <a href="mailto:romy.trigg-smith@ousd.org">romy.trigg-smith@ousd.org</a> (808) 265-7248

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal/Administrator	Wesley Jacques		11/12/20
Chief Academic Officer	Sondra Aguilera		11/12/2020

**Grant Office Obtained Approval Signatures:**

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



June 4, 2020

Wesley Jacques  
 Executive Director, Academics and  
 Instructional Innovation  
 Oakland Unified School District  
 1000 Broadway, Suite 300  
 Oakland, CA 94606

**RE: Agreement for Grant #20201712**

Dear Wesley:

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 renew support to fund a continued partnership with the Rainin Foundation to provide transitional kindergarten to second grade literacy in 24 District schools as described in the Project Scope of Work (SOW), for the period of **July 1, 2020 – June 30, 2021**.

This letter is a legally binding agreement ("Agreement"). It will be effective upon receipt of an original copy of the Agreement signed by an authorized representative of your organization. The first installment of **\$1,500,000** will be paid upon receipt and approval of this signed Agreement, the final report from SY 2019-2020 which includes narrative, student data as described in the 2019-2020 Agreement, and grant budget vs actuals financials for SY 2019-2020. The second payment, less any carry over from the initial payment, will be released after the conditions outlined in this agreement are met, and upon receipt and approval of the required narrative and financial reports outlined in the schedule below.

Please read the terms and conditions of this Agreement very carefully, including the reporting requirements. Please keep a copy of the signed Agreement for your files.

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, the Grantee shall submit to the Foundation requested reports, on the activities funded with this grant for any annual accounting period of Grantee during which the Grantee receives, holds, or spends any of the grant funds. Grantee should refer to the Foundations online system to view the requirements for the grant report. Grant reports must be submitted via the Foundation’s online system, on the following due dates:

**OUSD SEEDS Conditions, Payments & Reporting Schedule – Grant #20201712**

Legend: SY=School Year

Report Due Date	Report(s)	Milestone (Condition)	Payment Schedule Date	Payment Amount	Notes
6/15/2020	Final Report for the 2019-2020 SY	Narrative, student data, with Grant budget vs Actuals Financials for 2019-2020 SY & Signed GAL for 2020-21	7/1/2020	\$1,500,000	* Less any carryover from 2019-2020 SY
10/1/2020	Interim Report & Budget vs Actuals Financial Report	Hiring for project 80% completed as described in the Project SOW , with Grant Budget vs Actuals Financial Report	11/1/2020	\$350,000	*Less any carryover from initial payment
8/1/2021	Final Report for the 2020-2021 SY	Final Report with Grant Budget vs Actuals			

	Financial Report		
--	------------------	--	--

**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.

---

<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.

**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 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.

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: 6/4/2020

Printed Name: Paula Ambrose

Title: Program Officer, Education

**Grantee**

Signature:  \_\_\_\_\_


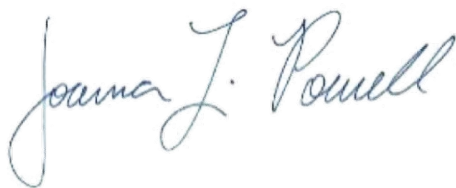
Date: 12/10/2020

Printed Name: Jody London

Title: President, Board of Education

Fiscal year ends: \_\_\_\_\_ / \_\_\_\_\_  
Month Day

Approved as to form by OUSD Staff Attorney Joanna Powell on 10/29/2020.



12/10/2020

Kyla Johnson Trammell  
Secretary, Board of Education