

File ID Number	25-3083
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By	



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

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

January 14, 2026

To: Board of Education

From: Denise Saddler, Interim Superintendent
Sondra Aguilera, Chief Academic Officer
Lusa Lai, Principal, Franklin Elementary School

Subject: Grant Agreement - Oakland Public Education Fund - Kenneth Rainin Foundation - Franklin Elementary School

ACTION REQUESTED:

Approval by the Board of Education of a Grant Agreement by and between the District and the Oakland Public Education Fund, Oakland, CA, accepting a literacy grant from the Kenneth Rainin Foundation, in the amount of \$40,000.00, for Franklin Elementary to fund substitute teachers, teacher release for collaboration, literacy focused, for the period of November 13, 2025 through June 30, 2026, pursuant to terms and conditions thereof, if any.

BACKGROUND:

Grant Agreement for OUSD schools for the 2025-2026 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
25-3083	Yes	Grant	Oakland Unified School District, Franklin Elementary School	To support with funding for substitute teachers, teacher release for collaboration, literacy focused.	November 13, 2025 - June 30, 2026	Kenneth Rainin Foundation via the Oakland Public Education Fund	\$40,000.00

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: \$40,000.00

RECOMMENDATION:

Approval by the Board of Education of a Grant Agreement for Franklin Elementary School, for fiscal year 2025-2026, pursuant to the terms and conditions thereof, for the grant year, if any.

ATTACHMENTS:

Grant Face Sheet
Grant Agreement

OUSD Grants Management Face Sheet

Title of Grant:		Funding Cycle Dates:
Kenneth Rainin - Literacy Grant		11/13/2025 to 6/30/2026
Grant's Fiscal Agent: (contact's name, address, phone number, email address)		Grant Amount for Full Funding Cycle:
Kenneth Rainin - Oakland Ed Fund		\$40,000.00
520 3rd Street, Oakland, 94607		
katherine@oaklandedfund.org		
Funding Agency:		Grant Focus:
Kenneth Rainin - Oakland Ed Fund		Literacy
List all School(s) or Department(s) to be Served:		
Franklin Elementary		

Information Needed	School or Department Response	
How will this grant contribute to sustained student achievement or academic standards?	Literacy	
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 3.89% 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.)	iReady and DIBELS Data	
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 3.89% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Services are supported by an OUSD funded grant	
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.)	Name/Title:	Lusa Lai, Principal
	Site:	116
	Address:	
	Phone:	510-605-6147
	Email:	Lusa.Lai@ousd.org

Applicant Obtained Approval Signatures:			
Name/s	Entity	Signature/s	Date
Lucy Lai	Principal	<i>Lucy Lai</i>	
Sondra Aguilera	Chief Academic Officer	<i>Sondra Aguilera</i>	12/12/2025
Grant Office Obtained Approval Signatures:			
Name/s	Entity	Signature/s	Date
Lisa Grant-Dawson	Fiscal Officer		
Denise Saddler	Interim Superintendent		



November 18, 2025

Dear Sondra Aguilera,

On behalf of The Oakland Public Education Fund Board of Directors and its fiscally-sponsored project Franklin Elementary School, I am pleased to inform you that a grant has been approved in the amount of \$40,000.00 for the Oakland Unified School District (OUSD)'s purposes of funding for substitute teachers, teacher release for collaboration, literacy focused at Franklin Elementary.

This letter and the enclosed grant agreement and its attachments constitute together a legally binding contract between the Oakland Public Education Fund and the Oakland Unified School District (OUSD). Please read everything carefully, as the materials outline the terms and conditions of our grant and your legal obligations in receiving and using our funding, as well as the payment and reporting schedules for the grant. If you approve, please have the agreement executed by an authorized person and return it to my attention. No funds will be disbursed until we have received a signed agreement from you.

As a local education fund, our ability to fund important programs such as yours is contingent upon ongoing support from the Bay Area community. We look forward to partnering with you to let others know about the importance of philanthropy. Any statement about Oakland Public Education Fund should be cleared in advance through our Communications Department at communications@oaklandedfund.org (more detailed provisions concerning grant announcements are described in the agreement below).

The Oakland Public Education Fund is deeply honored to join you in the work of helping every Oakland public school student learn, grow, and thrive.

Warmly,

A handwritten signature in black ink, appearing to read 'Alex Medina'.

Alexandria Medina
Executive Director
Oakland Public Education Fund



SECTION 1: GRANT OVERVIEW

Purpose of Grant	Funding for substitute teachers, teacher release for collaboration, literacy focused
Amount of Grant	\$40,000.00
Grant Period	Grant Start: November 13, 2025 Grant End: June 30, 2026
Grant Writer	Name: Lusa Lai Email: lusa.lai@ousd.org
Conditional/Restricted?	Yes

SECTION 2: GRANT PURPOSE

It is mutually understood that this grant is awarded by the Oakland Public Education Fund (“we” or the “Ed Fund”) to Oakland Unified School District (OUSD) (“you” or “Grantee”) with the restriction that Grantee will expend the entire amount to address the agreed-upon purpose described immediately below (the “Grant Purpose”). Grantee may use our grant funds only for the Grant Purpose. As provided in further detail below, Grantee is required to repay to the Ed Fund any portion of the grant funds that Grantee does not use for the Grant Purpose. The Ed Fund retains the right, if Grantee breaches this Agreement, or if Grantee's conduct jeopardizes the Ed Fund's legal or tax status, to withhold, withdraw, or demand immediate return of grant funds. *If you wish to modify the Grant Purpose, you must first seek the prior written approval of the Ed Fund by contacting our Development Team at grants@oaklandedfund.org before you spend any grant funds on a modified purpose. The Ed Fund reserves the right to approve or decline such requests in its sole discretion.*

GRANT PURPOSE

The purpose, as more fully described in the proposal attached here as Exhibit A (if any), is Funding for substitute teachers, teacher release for collaboration, literacy focused

STEPS YOU WILL TAKE TO ACHIEVE YOUR RESULTS

Opef Deliverable Due Date	Opef Deliverable Type
5/26/2026	Funds Use Report

WHAT WILL CHANGE AS A RESULT OF YOUR PROJECT

Fund substitutes, pay teachers for extra collaboration and planning, peer observations, coaching, feedback and observations



SECTION 3: REPORTING REQUIREMENTS AND RECORDKEEPING

The report(s) required to be submitted by Grantee to the Ed Fund pursuant to this section shall contain (i) a narrative description of the progress of the activities funded by this grant, along with (ii) sufficient information to establish that all grant funds were used for the Grant Purposes in furtherance of the Ed Fund's exempt purposes. Grantee shall keep a record of all receipts and expenditures relating to this grant for four years after the end of the grant period and promptly make such records available to agents of the Ed Fund, if the Ed Fund so requests, at reasonable times for review and audit. Receipts and expenditures include, but are not limited to, bills, invoices, and cancelled checks.

SECTION 4: DISBURSEMENT

We have agreed to disburse the grant to you as follows: Check

Disbursements approved before Monday at 12pm will be available for pick up by 3pm on Friday. Checks approved after 12pm on Monday will be available by 3pm on Friday of the following week.

All payments are subject to Grantee's satisfactory compliance with any pre-funding conditions set forth above and our reporting requirements. For grants with multiple disbursements, the amount of any payment subsequent to the initial payment may be modified to reflect restrictions and conditions met in the Grant Purpose.

If Exhibit A lists specific deadlines for the expenditure of grant funds, Grantee will return any funds that have not been spent by the applicable deadline, unless the Ed Fund has agreed to an extension of such date in advance and in writing, which extension approval may be withheld for any reason.

SECTION 5: MISCELLANEOUS

1. If not already on file, Grantee shall provide the Ed Fund with the following before the Ed Fund will issue any grant funds:
 - (if requested) IRS Form W-9.
2. Nothing in this Agreement shall constitute the naming of Grantee as an agent or legal representative of the Ed Fund for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.
3. Grantee retains full discretion and control over the process of selecting any subgrantee or contractor and shall have the unilateral right, independent of the Ed Fund, to select any subgrantee or contractor convenient or necessary to carry out the purposes of this grant. The Ed Fund has not earmarked grant funds to any particular subgrantee or contractor, and there is no agreement, written or oral, by which the Ed Fund may cause Grantee to choose a particular subgrantee or contractor. Grantee and not the Ed Fund shall be responsible for all acts and omissions of any of Grantee's trustees, directors, officers, employees, subgrantees, contractors, contingent workers, agents, and affiliates assisting with this grant; and ensuring their compliance with the terms of this Agreement. All obligations of Grantee to the Ed Fund under this Agreement shall remain in full force and effect for all grant funds, regardless of subgrants.
4. Grantee shall ensure that the Ed Fund [optional: and its fiscally-sponsored project Franklin Elementary School] are recognized in any communications connected with this grant, including press releases, programs, announcements, invitations, stories in the media, annual reports, and newsletters. Grantee will ensure that the mention of the Ed Fund [optional: and its fiscally-sponsored project Franklin Elementary School] regarding this grant in such settings shall be as follows: "Funding [for Funding for substitute teachers, teacher release for collaboration, literacy focused] has been made possible [in part] by the Oakland Public Education Fund and its fiscally-sponsored project Franklin Elementary School." Grantee will submit copies of any publications containing such mention of the Ed Fund and this grant with its project report(s) to the Ed Fund.



5. This grant is not to be used in any attempt to influence legislation within the meaning of IRC Section 501(c)(3). No agreement, oral or written, to that effect has been made between the Ed Fund and Grantee.
6. Grantee shall not use any portion of the funds granted herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).
7. Grantee shall notify the Ed Fund immediately of any change in (a) Grantee's legal or tax status, and (b) Grantee's executive or key staff responsible for achieving the Grant Purpose.
8. In performing activities funded by this grant, Grantee agrees to observe all governmental directives and best practices regarding public health and safety including, but not limited to, restrictions and protocols intended to curb the COVID-19 or any other pandemic.
9. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Ed Fund, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees), directly or indirectly, wholly or partially, arising from or in connection with any act or omission of Grantee, its officers, directors, employees, or agents, in applying for or accepting this grant, in expending or applying the proceeds of this grant, or in carrying out the program(s) or project(s) to be funded or financed by this grant, except to the extent that such claims, liabilities, losses, or expenses were caused by any act or omission of the Ed Fund, its officers, directors, trustees, employees, or agents.
10. Grantee will maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the activities funded by this grant in accordance with generally-accepted industry standards and as required by law. Grantee will ensure its subgrantees and subcontractors maintain insurance coverage consistent with this section.
11. Grantee shall immediately repay to the Ed Fund any portion of the grant funds that are spent or committed for any purpose other than the Grant Purpose or otherwise used in violation of this Agreement. If the Ed Fund in its reasonable discretion determines that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit adequate reports when due, the Ed Fund may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and the Ed Fund may demand the return of all or part of the grant funds not properly spent or committed to third parties, which Grantee shall immediately repay to the Ed Fund.
12. In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, shall be determined by arbitration in Alameda County, CA, before one arbitrator. The arbitration shall be administered by Judicial Arbitration and Mediation Services (JAMS) pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs of sustaining its position. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement shall be interpreted and construed in accordance with the laws of the State of California applicable to contracts to be performed entirely within such State. Time is of the essence of this Agreement and of each and every provision hereof. The failure of the Ed Fund to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights.
13. Grantee may not assign this Agreement without the prior written consent of the Ed Fund, which consent the Ed Fund may withhold in its sole discretion. Any attempted assignment in violation of the foregoing sentence shall be null and void.
14. 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 Ed Fund 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 covered by this Agreement shall be a separate and independent transaction from any other transaction between the Ed Fund and Grantee or any other entity.
15. The failure of the Ed Fund to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
16. 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. The cover letter enclosing this Agreement, as well as any and all exhibits to this Agreement, are a material part of this Agreement and are incorporated by reference herein. If any section of this Agreement is held unenforceable, the rest of the Agreement will remain in effect.



Oakland Public Education Fund
PO Box 71005
Oakland, CA
94612

17. This Agreement, including any Exhibits hereto, may not be amended or modified, except in a writing signed by both parties to this Agreement.
18. This Agreement and all claims arising from or out of this Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed entirely within such State.

This Agreement may be signed in counterparts, each of which shall constitute an original, but both of which, when taken together, shall constitute only one agreement.

Oakland Unified School District (OUSD)

OAKLAND PUBLIC EDUCATION FUND

By:  Sondra Aguilera

By:  Alexandria Medina

Name: Sondra Aguilera

Name: Alexandria Medina

Title: Chief Academic Officer

Title: Chief Executive Officer

Approved As To Form by OUSD Legal Department:

 11/20/25

Roxanne De La Rocha, Staff Attorney



Oakland Public Education Fund
PO Box 71005
Oakland, CA
94612

Exhibit A

GRANT PROPOSAL