

File ID Number	23-0087
Introduction Date	2/8/23
Enactment Number	23-024
Enactment Date	2/8/2023
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OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

February 8, 2023

To: Board of Education

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

Subject: Grant Agreement - Warriors Community Foundation Program Grant - The Town Reading Warriors - Academics and Instruction Department

ACTION REQUESTED:

Approval by the Board of Education of a Grant Agreement by and between the District and the Warriors Community Foundation, in the amount of \$100,000.00, to increase the support for Literacy via the Academics and Instruction Department, for the period of November 23, 2022 through June 30, 2023, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant Agreement for OUSD schools for the 2022-2023 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
23-0087	Yes	Grant	Oakland Unified School District, Academics and Instruction Department	To increase the support for Literacy.	11/23/22 - 6/30/23	Warriors Community Foundation Grant Program	\$100,000.00

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: \$100,000.00

RECOMMENDATION:

Approval by the Board of Education of a Grant Agreement for the Academics and Instruction Department for fiscal year 2022-2023, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

Grant Face Sheet

Grant Agreement, The Town Reading Warriors

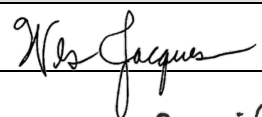
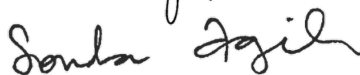
OUSD Grants Management Face Sheet

Title of Grant: The Town Reading Warriors - Literacy	Funding Cycle Dates: November 23, 2022 - June 30, 2023
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Warriors Community Foundation Program Grant 1 Warriors Way San Francisco, CA 94158 (415) 570-7135	Grant Amount for Full Funding Cycle: \$100,000.00
Funding Agency: Warriors Community Foundation 1 Warriors Way San Francisco, CA 94158 (415) 570-7135	Grant Focus: Increase support for Literacy
List all School(s) or Department(s) to be Served: Community School and Student Services Department Academics and Instruction Department	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Grant will increase literacy support for students via the Academics and Instruction Department.
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 4.22% 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.)	We will review the number of students receiving literacy supports.
Does the grant require any resources from the school(s) or district? If so, describe.	N/A
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 4.22% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	N/A
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.)	N/A

Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Name/Title: Wesley Jacques, Executive Director Site: 909/Academics and Instruction Department Address: 1000 Broadway, Suite 440, Oakland, CA 94607 Phone: (510) 879-8000 Email: Wesley.Jacques@ousd.org
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Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Wesley Jacques		12/27/22
Chief Academic Officer	Sondra Aguilera		1/4/2023

Grant Office Obtained Approval Signatures:

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



**WARRIORS
COMMUNITY
FOUNDATION**

The Town Reading Warriors

Warriors Community Foundation 2022-23 Grants Program

Oakland Unified School District (OUSD)

Curtiss Sarikey
1000 Broadway, Suite 300
Oakland, CA 94607

O: (510) 879-8200

Curtiss Sarikey

1000 Broadway, Suite 300
Oakland, CA 94607

curtiss.sarikey@ousd.org B (415)
806-
5287

FollowUp Form

Grant Agreement

Project Name

The Town Reading Warriors

Amount Awarded

\$100,000.00

THIS AGREEMENT DETAILS THE RESPONSIBILITIES OF THE WARRIORS COMMUNITY FOUNDATION AND YOUR ORGANIZATION (GRANTEE), AND THE TERMS AND CONDITIONS OF THE GRANT.

Purpose of the Grant*

The Grant may be used only to support the general operations (the "Program") of the Organization.

I Agree to the Above

Terms of the Grant*

So that the Foundation may comply with tax laws of the United States, it is understood that the Organization agrees to the following:

- (a) To use the Grant funds exclusively for charitable, scientific, literary, religious or educational activities consistent with the tax-exempt status described above;
- (b) Not to use any funds from this grant for any lobbying activities, as described in sections 501(h) and 4911 of the Internal Revenue Code of 1986, as amended (the "Code").
- (c) Not to use any funds from this Grant to intervene in any election or support or oppose any political party or candidate for public office, or engage in any lobbying not permitted by section 501(c)(3) of the Code, or, if applicable, section 501(h) and 4911 of the Code.
- (d) The Organization will return to the Foundation any portion of the Grant, and interest earned on the Grant, not expended or committed for the Program.
- (e) The Organization shall provide the Foundation with a report that is due to the Foundation at the conclusion of your grant.
- (f) All report components should be dated and signed by an officer of the Organization.
- (g) The Organization is required to segregate the Grant in an account that is used only for charitable, scientific, literary, religious or educational purposes.

(h) The Organization agrees to maintain adequate financial and programmatic records. Records of receipts and expenditures under the Grant, as well as copies of reports submitted to the Foundation, should be kept for at least four years following completion of the Grant period. The Organization's books and records are to be made available for inspection by the Foundation or its designated representatives at reasonable times.

(i) The Foundation shall include information regarding the Grant in its periodic public reports and may include such information in press releases or other publicly available materials.

(j) Additionally, the Organization agrees

(i) To allow the Foundation to conduct an evaluation of the Organization and its programs related to the Grant. The evaluation may involve site visits from the Foundation staff or representatives and discussions with employees or consultants of the Organization.

(ii) To cooperate with the Foundation in supplying any additional information or in complying with any procedures which might be required by any governmental agency in order for the Foundation to establish that it has observed all requirements of the law with respect to this Grant.

(iii) To notify the Foundation immediately of any anticipated or actual changes in the president, executive director or key personnel identified in the Grant proposal, award letter or this Grant Agreement. The Organization acknowledges that changes in the president, executive director or key personnel may trigger the Foundation's review and reassessment of the Organization's ability to meet the purposes of the Grant. Such review may lead to additional grant provisions or other limitations for unexpended funds

(iv) To not use the Foundation name in any report or other document prepared for distribution outside the Organization, in either printed or electronic form, with the exception of listing the Foundation along with other donors in an annual report or Grant application, without obtaining the prior written consent of the Foundation.

(v) To not regrant any of the Grant Funds without specific approval of the Foundation.

(vi) The Foundation reserves the right, in its sole discretion, to discontinue funding of this Grant, if it is not satisfied with the expenditure of Grant funds by the Organization or the content of any written report required herein. The Foundation reserves the right to discontinue, modify, or withhold any payments due under this Grant, or to modify the terms of this Agreement, to comply with any law or regulation applicable to this Grant or to protect and maintain the Foundation's tax-exempt status under Section 501(c)(3) of the Code.

I Agree to the Above

Waiver*

Failure by any party at any time to require performance by any other party of any provision of this Agreement shall in no way affect the right to require full performance any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of same or any other provision, nor constitute a waiver of the provision itself.

I Agree to the Above

Entire Agreement*

This Agreement (a) constitutes the entire understanding of the Foundation and the Organization with respect to the subject matter, and supersedes all prior agreements and understandings, whether oral or written; (b) is made exclusively with the Organization and may not be transferred or assigned to another organization or person without prior written approval of the Foundation; and (c) may be amended or modified only by a mutual written agreement of the parties.

I Agree to the Above

Governing Law*

This Agreement shall be deemed to be made under, and in all respects shall be interpreted under and governed by the laws of the state of California.

I Agree to the Above

Acceptance of Terms & Conditions*

This grant is conditional upon Grantee’s acceptance of the terms and conditions set forth herein. By selecting the “I Accept Grant Terms and Conditions” below Grantee agrees to accept and comply with the stated terms and conditions of this grant.

I Accept Grant Terms and Conditions

Authorized Signature

The electronic signature on this document of the person authorized to make legal contracts for Grantee will represent Grantee’s acceptance of this award and agreement to comply with the stated terms and conditions of this grant. Please signify your agreement to the foregoing terms and conditions by typing in your Name, Title, and Date in the spaces below. You must be an authorized officer of the Grantee duly empowered to make legal contracts for Grantee.

Date*

11/23/2022

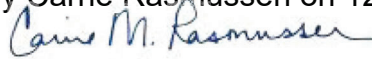
Name*

Curtiss Sarikey

Title*

Chief of Staff

Approved as to form by OUSD Attorney Carrie Rasmussen on 12/8/22



Payment Information

Mailing Address:*

1000 Broadway, 4th Fl, Suite 450, Oakland, CA 94607

Billing Address:*

1000 Broadway, 4th Fl, Suite 450, Oakland, CA 94607



Mike Hutchinson, President
Board of Education 2/9/2023

Bank Account #:*



Kyla Johnson Trammell, Secretary
Board of Education 2/9/2023

Bank Routing #:*

File Attachment Summary

Applicant File Uploads

No files were uploaded