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By	



OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

March 27, 2024

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Romy Trigg-Smith, Director, Early Literacy, Academics and Instruction Department

Subject: Grant Agreement - Kenneth Rainin Foundation - Education Grant #20230138 - Academics and Instruction Department

ACTION REQUESTED:

Approval by the Board of Education of a Grant Agreement (Grant ID #20230138) between District and Kenneth Rainin Foundation, with the District accepting \$264,156.00, to support 23-25 Structured Literacy Initiative: K-2 Coaching/Training, via the Academics and Instructional Innovation Department, for the grant period of January 01, 2024 through August 31, 2024, pursuant to the terms and conditions thereof.

BACKGROUND:

Grant Agreement for OUSD schools for the 2023-2025 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
24-0557	Yes	Grant	Oakland Unified School District, Academics and Instruction Department	To support 23-25 Structured Literacy Initiative: K-2 Coaching and Training.	1/1/24 - 8/31/24	Kenneth Rainin Foundation	\$264,156.00

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: \$264,156.00

RECOMMENDATION:

Approval by the Board of Education of a Grant Agreement for the Academics and Instruction Department for fiscal year 2023-2025, pursuant to the terms and conditions thereof, for the grant year, if any.

ATTACHMENTS:

Grant Face Sheet
Grant Award Letter


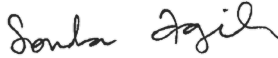
OUSD Grants Management Face Sheet

Title of Grant: Rainin TK-2 Early Literacy Grant	Funding Cycle Dates: January 1,2024 – August 31, 2024
Grant’s Fiscal Agent: (contact’s name, address, phone number, email address) Miyesha Perry Director of Grants Management Kenneth Rainin Foundation 155 Grand Avenue Oakland, CA 94612 (510) 625-5214	Grant Amount for Full Funding Cycle: \$264,156.00
Funding Agency: Kenneth Rainin Foundation 155 Grand Avenue Oakland, CA 94612	Grant Focus: To support Early Literacy implementation in OUSD through capacity building by funding Central Early Literacy Coaches.
List all School(s) or Department(s) to be Served: Academics and Instruction Department	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	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. 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. Therefore, this grant serves to provide essential Early Literacy support to our schools by funding: <ul style="list-style-type: none"> ● Central Early Literacy Coaches
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 intend to track metrics of student achievement for all students in Tk-2nd grade as well as implementation data for all schools as well. Additionally, we intend to track improvement data by a subgroup of students as well. These metrics will include measures such as IGDIs, Letter Identification metrics, DIBELS metrics, SIPPS mastery test progress and i-Ready. We will also complete feedback surveys to assess how our support impacts principals, literacy coaches and Leaders. We will collect input on surveys 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?	No

(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.)	
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, Director of Early Literacy Academics and Instruction Oakland Unified School District 1000 Broadway, Suite 440 Oakland, CA 94607 romy.trigg-smith@ousd.org (808) 265-7248

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Romy Trigg-Smith		2/1/2024
Chief Academic Officer	Sondra Aguilera		2/29/2024

Grant Office Obtained Approval Signatures:

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



November 09, 2023

Wesley Jacques
Oakland Unified School District
1000 Broadway, Suite 300
Oakland, CA 94606

RE: Agreement for Education Grant #20230138

Dear Wesley,

It is my pleasure to inform you that the Kenneth Rainin Foundation (the "Foundation") has approved a grant of **\$264,156.00** to Oakland Unified School District ("Grantee") to support 23-25 Structured Literacy Initiative: K-2 Coaching/Training, for the grant period of **January 01, 2024 - August 31, 2024**. Additionally, this agreement stipulates the carryover funds in the amount of \$ 376,219.00 from your previous award (#20210077) are to be applied to the 23-25 Structured Literacy Initiative: K-2 Coaching/Training, for the grant period of **January 01, 2024 - August 31, 2024**.

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 30 days of when we receive the signed Agreement and ACH payment form from you. The grant will be paid based on the following payment and reporting schedule. Please keep a copy of the signed Agreement for your files.

Requirement Due Date	Grant Requirement	Requirement Complete Date	Payment Status	Payment Scheduled Date	Payment Amount	Notes
12/10/2023	Signed Grant Agreement		Contingent	12/31/2023	\$264,156.00	
04/12/2024	Phone Check-in					
10/31/2024	Final Report					

Please read the terms and conditions of this Agreement very carefully, including the reporting requirements above.

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 requested reports, 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 requirements must be submitted via the Foundation’s online system, on the following due dates:

Requirement Due Date	Grant Requirement	Requirement Complete Date	Payment Status	Payment Scheduled Date	Payment Amount	Notes
12/10/2023	Signed Grant Agreement		Contingent	12/31/2023	\$264,156.00	
04/12/2024	Phone Check-in					
10/31/2024	Final 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.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 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.

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.

- 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: "The Kenneth Rainin Foundation is a family foundation that collaborates with creative thinkers in the Arts, Education, and Health. We believe in taking smart risks to achieve breakthroughs. We support visionary artists in the Bay Area, create opportunities for Oakland's youngest learners, and fund researchers on the forefront of scientific discoveries. We act as a catalyst for exploring new ideas that enhance life." 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 agreement to the Grants Management Team at grants@krfoundation.org. 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: 11/09/2023

Printed Name: Miyesha Perry

Title: Director of Grants Management

Grantee:



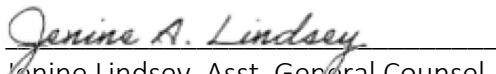
Date: 2/29/2024

Printed Name: Sondra Aguilera

Title: Chief Academic Officer

Fiscal year ends: _____ / _____
Month Day

Approve As To Form:



Date: 02/21/24

Jenine Lindsey, Asst. General Counsel
Interim General Counsel



Kenneth Rainin FOUNDATION

AUTOMATED CLEARING HOUSE (ACH) INFORMATION REQUEST FORM

*To pay your invoices/ grants via ACH method, please complete this form. A member of our Accounting team will contact you for verification . **Be sure to inform the contact person listed below that they will be contacted by phone for verification. If your project is fiscally sponsored, ALL the details below must be from your fiscal spnsor.** If you have questions while completing the form, please contact Grants Management at grants@krfoundation.org.*

Please submit the form through your account in our online grants portal. PLEASE DO NOT EMAIL IT!

Payee Information:

Payee Name: Example Organization
Contact Name: Sammy Sample Phone#: (123) 456-7890
Email Address: ssample@example.org

Banking Information:

Payee's Bank Name: Wells Fargo
Bank Address: 1234 Somewhere Avenue
Bank's City: Oakland State: CA Zip Code: 94623
Name on Account: Example Organization
ABA/ Routing #: 123456890
Account #: 029383719393023

Account Type (please check only one) Checking Savings