

File ID Number	13-0119
Introduction Date	1/23/13
Enactment Number	13-0241
Enactment Date	1-23-13
By	4



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education

January 23, 2013

To: Board of Education

From: Tony Smith, Superintendent  
Maria Santos, Deputy Superintendent of Instruction, Leadership & Equity-in-Action  
Curtiss Sarikey, Associate Superintendent, Family, School, and Community Partnerships Dept.  
Andrea Bustamante, Director, Community Partnerships

Subject: District Submitting Grant Agreement

**ACTION REQUESTED:**

Approval and support by the Board of Education of District applicant submitting grant agreement for OUSD schools for fiscal year 2012-2013 to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

**BACKGROUND:**

Grant agreement for OUSD schools for the 2012-2013 fiscal year were 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
13-0119	Yes	Grant	Oakland Unified School District, Family, School, and Community Partnerships (FSCP)	Support FSCP's management of volunteers/mentors	November 18, 2012 through November 30, 2013	Corporation for National and Community Service (CNCS)	\$8,000.00 + 4 VISTA members + cost share \$58,664.00

**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: \$8,000.00 + 4 VISTA members + cost share \$58,664.00

**RECOMMENDATION:**

Approval and support by the Board of Education of District applicant submitting a grant agreement for OUSD schools for fiscal year 2012-2013 to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

**ATTACHMENTS:**

Memorandum of Agreement

Grant Award

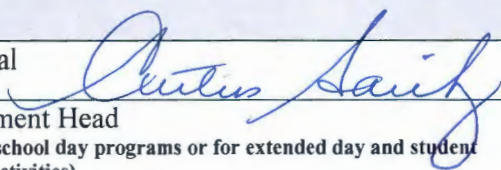
VISTA Assignment Descriptions (VAD)

OUSD Grants Management Face Sheet

<b>Title of Grant:</b> AmeriCorps VISTA	<b>Funding Cycle Dates:</b> November 18, 2012 through November 30, 2013
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address) Corporation for National and Community Service Gail Benton Shoemaker, State Program Specialist 1301 Clay Street, 354-South Oakland, CA 94612 (510) 637-1750, GBentonShoemaker@cns.gov	<b>Grant Amount for Full Funding Cycle:</b> \$8,000.00 + 4 cost share VISTA members (CNCS federally funded employees)
<b>Funding Agency:</b> Corporation for National and Community Service (CNCS) AmeriCorps VISTA	<b>Grant Focus:</b> AmeriCorps VISTAs to create systems for recruitment, training, and evaluation of Volunteers/Mentors.
<b>List all School(s) or Department(s) to be Served:</b> Family, School, and Community Partnerships Department	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant will support FSCP's management of volunteer/mentors. VISTA members will recruit volunteers to impact student attendance at target sites with chronic absenteeism.
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 5.17% 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.)	Volunteers/mentors will impact attendance of students served, increasing 10% attendance over three (3) years. VISTA members will track volunteer placements and students served by those volunteers. VISTA members will monitor attendance for students served by volunteers.
Does the grant require any resources from the school(s) or district? If so, describe.	20% FSCP staff coordination time from the Coordinator of Family & Community Engagement and the Director of Community Partnerships plus the cost share for four (4) VISTA members in the amount of \$58,664.00.
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 4.57% 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.)	Andrea Bustamante Director, Community Partnerships 746 Grand Avenue, Oakland, CA 94610 (510) 273-1569 <a href="mailto:Andrea.Bustamante@ousd.k12.ca.us">Andrea.Bustamante@ousd.k12.ca.us</a>  Gail Benton Shoemaker, State Program Specialist for CNCS (contact information above)

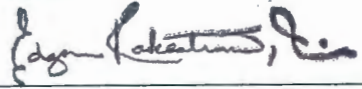
**Applicant Obtained Approval Signatures:**


Entity	Name/s	Signature/s	Date
Principal			1/7/2013
Department Head (e.g. for school day programs or for extended day and student support activities)			

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Superintendent	Tony Smith		

Certified:

 1/24/13  
 Edgar Rakestraw, Jr., Secretary  
 Board of Education

File ID Number: 13-0119  
 Introduction Date: 1-23-13  
 Enactment Number: 13-0241  
 Enactment Date: 1-23-13  
 By: 

Project Number: 12VSPCA003

**AMENDMENT TO THE MEMORANDUM OF AGREEMENT**

between

Oakland Unified School District  
495 Jones Ave  
Oakland, CA 94603-1123

EIN: 946000385  
DUNS Number: 076554500

and

Corporation for National and Community Service  
California State Office  
11150 West Olympic Blvd.  
Suite 670  
Los Angeles, CA 90064-1815

This amendment changes the current Memorandum of Agreement to increase the AmeriCorps\*VISTA subsistence allowance. The revised total agreement amount is \$0.00 for standard VISTAs and \$58,224.00 for cost share VISTAs. All other terms and conditions remain the same. Terms and conditions for changes related to a grant are referenced in the Notice of Grant Award.



**OFFICIAL SIGNATURE SHEET**

In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this agreement and agree that this agreement will become effective on the aforementioned date.

**Sponsor**

**Corporation for National and Community Service**

By:   
(Sponsor signature)

By: \_\_\_\_\_  
(State Director signature)

Name: Curtiss Sarikey

Name: Kristen Haggins

Title:

Title: State Program Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Oakland Unified School District

Corporation for National and Community Service

Address: 495 Jones Ave  
Oakland, CA 94603-1123

Address: California State Office  
11150 West Olympic Blvd.  
Suite 670  
Los Angeles, CA 90064-1815

Phone: (510) 639-3340

Phone: (310) 235-7421



By: \_\_\_\_\_  
(Executive Officer signature)

David Kakishiba, President, Board of Education

Name: Michell George

Title: Executive Officer

Date: \_\_\_\_\_



Corporation for National and Community Service

Edgar Rakestraw, Secretary,  
Board of Education

Address: 1201 New York Ave. NW  
Washington DC 20525

Phone: 202-606-6626

File ID Number: 13-0119

Introduction Date: 1-23-13

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Enactment Date: 1-23-13

By: lf

**CORPORATION FOR NATIONAL AND COMMUNITY SERVICE  
AmeriCorps VISTA**



Project Number: 12VSPCA003  
Agreement Number:

**MEMORANDUM OF AGREEMENT**

between

Oakland Unified School District  
746 Grand Ave  
Oakland, CA 94610-2714  
EIN: 946000385

and

Corporation for National and Community Service  
California State Office  
11150 West Olympic Blvd.  
Suite 670  
Los Angeles, CA 90064-1815

*Pursuant to Title I, Pub.L. 93-113, the Domestic Volunteer Service Act of 1973, as amended, 87 Stat. 394 hereinafter, the "Act"*

This Memorandum of Agreement, hereinafter referred to as "the Agreement", between the two above-mentioned parties: 1) Corporation for National and Community Service, hereinafter referred to as CNCS; and 2) Oakland Unified School District, hereinafter referred to as the "Sponsor", sets forth the parties' understanding concerning the establishment and operation of a local project under the AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. 4951 et seq.), hereinafter referred to as "the Act". The primary purpose of this agreement is for CNCS to provide the Sponsor with up to twelve (12) AmeriCorps VISTA members to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the Project Application. The Project Application is incorporated in this Agreement by reference.

The project shall be cost-shared between CNCS and the Sponsor. Accordingly, the Agreement provides for the Sponsor's funding of up to \$58,664.00 to cost-share up to four (4) AmeriCorps VISTA member(s) and up to zero (0) Summer Associates and the assignment of up to eight (8) AmeriCorps VISTA members(s) and up to zero (0) Summer Associates supported by CNCS. The Sponsor's cost-share of up to four (4) members is subject to annual review and renewal every 12 months. Specific details regarding cost-share payment roles and responsibilities associated with this Agreement are set forth in paragraph 18 of Part II of this Agreement. The final number of AmeriCorps VISTA members placed may be less than the number listed above due to budgetary considerations.

**I. GENERAL PROVISIONS**

**1. Duration of This Agreement**

This Agreement is for approximately one year, and shall become effective on the date of execution of this Agreement. The date of execution of this agreement is the date that the final signatory for either party signs

and dates this Agreement. This Agreement is subject to performance of the terms as set forth in this Agreement, below in Part II. Activity on the project shall be deemed to have begun on 11/18/2012 and shall end thereafter on 11/30/2013, unless terminated sooner by either or both of the parties.

## **2. Status of VISTA Members During Service**

AmeriCorps VISTA members are eligible for all benefits and coverage provided to them under the Domestic Volunteer Service Act of 1973 (the Act), including the "income disregard" provisions as set forth at 42 U.S.C. § 5044 of the Act; the Federal Employees Compensation Act (FECA); and the Federal Tort Claims Act (FTCA).

AmeriCorps VISTA members shall not be considered employees of the Sponsor. AmeriCorps VISTA members are deemed employees of the federal government only for those limited purposes identified at 42 U.S.C. § 5055 of the Act.

## **II. RESPONSIBILITIES OF THE PARTIES**

### **1. CNCS Responsibilities.** CNCS will:

- a. Select individuals to serve as AmeriCorps VISTA members at assigned Sponsors, and enroll individuals as AmeriCorps VISTA members in the AmeriCorps VISTA program.
- b. Assign AmeriCorps VISTA members to the Sponsor. All member assignments are at the discretion of the CNCS State Office and subject to availability of funds.
- c. Provide technical assistance to the Sponsor in planning, development, and implementation of the project.
- d. Process and approve or deny member applications submitted by Sponsor.
- e. Provide AmeriCorps VISTA candidate in-processing and pre-service orientation at AmeriCorps VISTA program expense.
- f. Provide AmeriCorps VISTA members with any benefits to which each is eligible, as prescribed by statute and VISTA program policy. Depending on the eligibility and circumstances of each VISTA member, benefits may include living allowance, relocation assistance, end of service awards, health coverage, life insurance coverage, and/or child care coverage.
- g. Subject to the availability of funds, conduct training for the Sponsor's AmeriCorps VISTA supervisors(s).
- h. Periodically review and assist the Sponsor's use of AmeriCorps VISTA members to achieve the objectives and perform the task(s) specified in the Project Narrative.
- i. Promptly respond to requests by Sponsors to remove AmeriCorps VISTA members from the project and effect removal from the AmeriCorps VISTA program if warranted.



j. Provide the Sponsor timely information concerning applicable CNCS and AmeriCorps VISTA regulations, policies and procedures.

k. Provide to AmeriCorps VISTA candidate and members information regarding volunteer discrimination complaint procedures, and grievance procedures, as provided in federal law, applicable regulations, and the AmeriCorps VISTA Member Handbook.

**2. Sponsor Obligations.** The Sponsor will:

a. To the maximum extent practicable, consult with and use the people of the community to be served by AmeriCorps VISTA members in planning, developing, and implementing the project.

b. Operate the project in accordance with the provisions of the Act, applicable program policies and regulations, and other Federal laws, regulations, and policies which are, or become, applicable to the program.

c. Operate the project in accordance with the approved project application.

d. Prepare a Volunteer Assignment Description (VAD), subject to final approval by the appropriate CNCS State Office, for each VISTA member assigned to the Sponsor.

e. Engage in best efforts to accomplish the goals set out for the AmeriCorps VISTA members in the Project Application, and comply with the Assurances included within the Project Application.

f. Arrange and be responsible for providing in-depth on-site orientation and training for all incoming AmeriCorps VISTA members at the beginning of their service.

g. Assist in the provision of pre-service, and in-service training (online or face-to-face), as specified in the Project Application.

h. Supervise all assigned AmeriCorps VISTA members on a day-to-day basis, and as described in the Project Application.

i. Provide on-the-job transportation, administrative resources and other project support needed to successfully conduct the project.

j. Provide all AmeriCorps VISTA members with grievance rights and procedures in accordance with federal law, applicable regulations, and the AmeriCorps VISTA Member Handbook.

k. Maintain such records and accounts, including the tracking of leave taken by assigned AmeriCorps VISTA members, and make such reports and investigations concerning matters involving AmeriCorps VISTA members and the project, as CNCS may require. The Sponsor agrees to retain such records as CNCS may require for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to CNCS for the

purpose of litigation, audit or examination.

l. If circumstances require, the Sponsor will advance up to \$500.00 to any AmeriCorps VISTA member in case of any emergency (e.g., critical illness or death in the immediate family) to be reimbursed by CNCS when the Sponsor and AmeriCorps VISTA member have completed and submitted an AmeriCorps VISTA Payment Voucher, CNS Form V-531. CNCS will not be responsible for the reimbursement of these funds unless the AmeriCorps VISTA Payment Voucher form is submitted to CNCS.

m. Report to the appropriate CNCS State Office, within 24 hours, the unscheduled departure of all assigned AmeriCorps VISTA members, and otherwise keep CNCS informed of unscheduled changes of status and conditions of AmeriCorps VISTA members, such as arrests, medical emergencies, hospitalization, and absence without leave as soon as possible.

n. Submit Project Progress Reports and any other required reports within the required time frame.

o. Submit on-site orientation training plans to the appropriate CNCS State Office at least thirty (30) days in advance of the proposed starting date of such training. On-site orientation training must occur and be completed within the first month of an AmeriCorps VISTA member's assignment to the Sponsor.

p. The Sponsor may carry out a VISTA project through one or more subrecipients. The Sponsor must enter into a subrecipient agreement with each subrecipient. A subrecipient agreement must have at least the following elements:

- (1) A project plan to be implemented by the subrecipient;
- (2) A description of records to be kept and reports to be submitted;
- (3) Responsibilities of the parties and other program requirements; and
- (4) Policies and procedures regarding suspension and termination.

The Sponsor retains the responsibility for compliance with a Memorandum of Agreement; applicable regulations; and all applicable policies, procedures, and program guidance issued by CNCS regarding the VISTA program. The Sponsor shall not request or receive any compensation from a subrecipient for services performed by a VISTA.

The Sponsor shall not receive payment from, or on behalf of, the subrecipient for costs associated with VISTA program assistance, except for reasonable and actual costs incurred by the Sponsor directly related to the subrecipient's participation in a VISTA project.

q. Ensure that the Sponsor's AmeriCorps VISTA Supervisor(s) participate(s) in AmeriCorps VISTA supervisory orientation provided by CNCS, and ensure training of subrecipient supervisors.

r. Make every reasonable effort to ensure that the health and safety of all assigned AmeriCorps VISTA members are protected during the performance of their assigned duties. The Sponsor shall not assign or require AmeriCorps VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.

s. By the effective date of this Agreement, the Sponsor must certify that it has conducted a self-evaluation of its compliance with Section 504 of the Rehabilitation Act of 1973, including that it has taken all reasonable measures to ensure that its facilities and all participating project sites (i.e., subrecipients) are accessible to qualified persons with disabilities, promotes their equal participation, and does not otherwise discriminate against such persons based on disability.

t. Return the Sponsor Verification Form to the CNCS State Office within three (3) workdays of receipt. The Sponsor must indicate actual departure date(s) of AmeriCorps VISTA member(s) who leaves prior to completion of service date(s). The Sponsor must certify the Form even if no AmeriCorps VISTA members left/leave during the pay period covered by the form.

u. Should activities be organized in the communities where the AmeriCorps VISTA members are assigned for service, allow assigned AmeriCorps VISTA members to participate in Days of Service, e.g., Martin Luther King, Jr. Holiday, National Volunteer Week.

### **3. Affiliation with CNCS and AmeriCorps VISTA**

a. The Sponsor must identify the project as an AmeriCorps VISTA project and assigned members as AmeriCorps VISTA members. All subrecipient agreements related to the AmeriCorps VISTA project must explicitly state that the project is an AmeriCorps VISTA project and assigned AmeriCorps VISTA members are the resource being provided.

b. AmeriCorps VISTA is a registered service mark of the Corporation for National and Community Service. If a Sponsor uses a CNCS or AmeriCorps VISTA service mark or name, AmeriCorps VISTA must be identified as a Federal assistance provider. Sponsors and subrecipients must use the AmeriCorps VISTA name and logo in accordance with CNCS requirements. The Sponsor may not use or display the AmeriCorps VISTA name or logo in connection with any prohibited activity referenced in Sections 8-11 of Part II of this Agreement.

### **4. Joint Responsibilities**

The Sponsor will identify and interview AmeriCorps VISTA applicants with support from CNCS. The Sponsor and CNCS will cooperate together in all pre-service and in-service trainings (online or face-to-face), in accordance with all applicable CNCS policies.

### **5. Prohibition on Nepotism**

To avoid actual or apparent favoritism in the operation of an AmeriCorps VISTA project, CNCS's AmeriCorps VISTA program prohibits certain placement and assignment arrangements, as follows:

#### **a. VISTA Members**

An AmeriCorps VISTA member cannot be placed or assigned to an AmeriCorps VISTA project site if s/he is:

in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of a project site staff member or a CNCS staff person in the applicable State Office or who manages the project, either at the Sponsor or a subrecipient;

a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of a project site staff member or a CNCS staff person in the applicable State Office or who manages the project, either at the Sponsor or a subrecipient;

in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of a member of the board of directors of the specific AmeriCorps VISTA project site where the VISTA member reports for service; or

a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of a member of the board of directors of the specific AmeriCorps VISTA project site where the VISTA member reports for service.

#### **b. VISTA Project Supervisory Employees**

A project site employee is prohibited from holding a VISTA project supervisory position if s/he is:

in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of any CNCS official responsible for the AmeriCorps VISTA project;

a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of any CNCS official responsible for the AmeriCorps VISTA project;

in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of any project site employee who holds supervisory authority over him/her; or

a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of any project site employee who holds supervisory authority over him/her.

### **6. Nondiscrimination**

No person with responsibilities in the operation of the project shall discriminate against any AmeriCorps VISTA member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.

### **7. Sexual Harassment**

Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. As the recipient of federal financial assistance from CNCS, the Sponsor is responsible for violations of the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations

occur. Such sexual harassment violations include:

Acts of "quid pro quo" sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the Sponsor, its agents or supervisory employees should have known of the acts;

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment; or

Acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where the Sponsor, its agent or its supervisory employees knew or should have known of the conduct, unless the Sponsor took immediate and appropriate corrective action.

### **8. Delegation and Subcontracting**

The Sponsor is prohibited from delegating or assigning any of its obligations or duties contained in this Agreement, with the exception of delegation or assignment to approved subsites . AmeriCorps VISTA members may be assigned by the Sponsor to perform duties with other public or private non-profit agencies or organizations ("project sites") as described in the Project Narrative and in accordance with written subrecipient agreements.

### **9. Supplemental Payments Prohibited**

Monetary subsistence allowances provided to AmeriCorps VISTA members are designed to permit AmeriCorps VISTA members to live at or below the economic level of the persons served, as required by law. Sponsor is strictly prohibited from supplementing these allowances, either as cash or in-kind payments outside of providing third-party housing support and must assure that others, such as any participating subrecipient project sites, do not do so.

### **10. Prohibitions of Use of CNCS Assistance By Sponsor**

The Sponsor agrees that no AmeriCorps VISTA member assigned to the Sponsor, and no other federal financial assistance provided by CNCS, under this Agreement, shall be used to assist, provide or participate in:

Partisan and non-partisan political activities associated with a political candidate, including voter registration;

Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition;

Labor or anti-labor organization or related activities; or

Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

### **11. The Sponsor further agrees not to:**

Carry out projects utilizing CNCS resources resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls;

Assign AmeriCorps VISTA members to activities that would result in the hiring of or result in the displacement of employed workers, or impair existing contracts for service.

Accept or permit the acceptance of compensation from AmeriCorps VISTA members or from beneficiaries for the services of AmeriCorps VISTA members.

Approve the involvement of any AmeriCorps VISTA members assigned to it in planning, initiating, participating in, or otherwise aiding or assisting in any demonstration whatsoever;

Request, charge or accept participation or application fees from VISTAs, VISTA candidates, and potential AmeriCorps VISTA candidates; or

Require or accept application fees from potential subrecipients, or require participation fees above and beyond the actual cost of support provided by the primary Sponsor.

## **12. Amendments**

This Memorandum of Agreement may be amended at any time, in writing, executed by authorized representatives of the Sponsor, and the appropriate CNCS State Director and the appropriate CNCS Executive Officer. In addition all parties agree to amend this Agreement as required by paragraph 17 of Part II, "Increases in AmeriCorps VISTA Members Allowances During This Agreement."

## **13. Severability**

If any provision of this Agreement is construed as illegal or invalid, this will not affect the legality or validity of any of the other provisions contained in this Agreement. The illegal or invalid provision will be deemed stricken and deleted from the Agreement to the same extent and affect as if it never existed, but all other provisions will continue in effect.

## **14. Notices**

All notices and communications required to be given to CNCS by the Sponsor, except as specifically provided in paragraph 15 of Part II, shall be directed to the CNCS State Program Director or Specialist at the State Program Office Address provided below. All notices to be given to the Sponsor by CNCS shall be directed to Sponsor Contact at Sponsor's mailing address.

In the event that any of the parties or addresses named in the above paragraph change, written notice to all other parties must be provided immediately. Such written notice should include the Agreement number and Sponsor EIN.

## **15. Termination, Suspension, Or Non-Renewal**

Sponsor: Right to Terminate with Notice. The Sponsor may terminate this Agreement at any time by giving at least thirty (30) days notice in writing to CNCS of its intent.

CNCS: Right to Terminate or Suspend. CNCS may terminate or suspend this Agreement in accordance with applicable terms and procedures set forth at 45 CFR Part 1206 or 42 U.S.C. § 4953(g).

## **16. Order of Precedence**

In the event of inconsistencies or conflicts between the Project Application and the Agreement, this Agreement shall govern.

## **17. Increases in AmeriCorps VISTA Payment Amounts During This Agreement**

The parties to this Agreement are cognizant of the likelihood of future area-based "cost-of-living" increases to subsistence allowances, to which AmeriCorps VISTA members would be entitled, in the course of their service at the Sponsor. The parties specifically intend that their respective obligations to pay, or reimburse amounts paid to, AmeriCorps VISTA members shall reflect and be adjusted to account for such general increases, in accordance with the Act and CNCS's regulations and procedures.

## **18. Cost Share Payment Provisions**

**a. Bi-Weekly Allowance Payments Made By CNCS to VISTA members.** The Sponsor shall reimburse CNCS for bi-weekly payments to all cost-share VISTA members, covered by this Agreement, for their living allowances (i.e., monthly subsistence allowances) as stated in the Budget.

### **b. Reimbursement Schedule For Sponsor to Pay Back CNCS.**

i. **CNCS Issues Monthly Invoices:** At the end of each month during which cost-share VISTA members are serving throughout the term of this Agreement, CNCS will provide the Sponsor with an invoice detailing the member allowance expenditures made by CNCS, on behalf of the Sponsor, in that month. The Sponsor will have 30 days to tender full reimbursement to CNCS of the total expenditures noted on the invoice.

ii. **Requirement For Full Reimbursement to Corporation By Due Date:** In accordance with the Debt Collection Improvement Act of 1986, 31 U.S.C. chapter 37 (DCIA), CNCS's Claims Collection Regulations at 45 CFR Part 2506, and the Federal Claims Collections Standards (FCCS) (31 CFR Parts 900 to 904), the Sponsor is required to fully reimburse CNCS for the expenditures that CNCS made to the cost-share VISTA member(s) on behalf of the Sponsor by the Due Date set forth on the Invoice. Also, under federal law, any expenditures that CNCS makes to the cost-share VISTA member(s) on behalf of the Sponsor is considered a debt of the Sponsor, and CNCS must try to collect the debt it is owed

iii. **Sponsor May Elect to Pay In Advance of Start of Project:** The Sponsor may elect to advance funds to CNCS for the Sponsor's cost-share of the member allowances, before the start of the Sponsor's project. In such a case, the monthly accounting invoice described directly above in paragraph 15.b.i. shall still be sent to

the Sponsor monthly and shall reflect paid charges incurred by the Sponsor against the advance.

**c. Reimbursement Procedures For Sponsor to Pay Back CNCS.**

All reimbursements made by the Sponsor to CNCS - i.e., monthly reimbursements and close-out payments for any amounts remaining due -- shall be paid through [www.pay.gov](http://www.pay.gov). Within 45 days after the end of the project (whether by termination or by expiration of this Agreement), CNCS shall provide a final accounting of member allowance expenditures, together with a final invoice for any amount remaining due, pursuant to the Sponsor's cost-share Agreement. Payment of any invoice described above is due within 30 days of the date of the invoice.

**d. Interest and Penalties For Non-Reimbursement And Delinquencies.**

The parties to this Agreement understand that the reimbursement amounts that the Sponsor owes CNCS, as set forth in the invoices, discussed above in parts b. and c., are considered debts under Federal law and applicable regulations. As a federal agency, CNCS must comply with the Debt Collection Improvement Act of 1986, 31 U.S.C. chapter 37 (DCIA), CNCS's Claims Collection Regulations at 45 CFR Part 2506, and the Federal Claims Collections Standards (FCCS) (4 CFR Part II.). Accordingly, CNCS is required to try to collect all debts that it is owed. Such debts include any and all reimbursement amounts that the Sponsor owes CNCS.

The Sponsor is required to pay CNCS the full reimbursement amount set forth on each invoice, by the date specified on the invoice. Any reimbursement amount unpaid by the Sponsor to CNCS by the date specified on the invoice becomes a delinquent debt. A debt becomes delinquent the day after the date specified on the invoice for the full reimbursement amount.

The parties to this Agreement understand that to the extent that the reimbursement amount that the Sponsor owes CNCS, as set forth on the invoice, becomes delinquent, the Sponsor is subject to interest on that delinquent debt in accordance with the DCIA at 31 U.S.C. § 3717. To the extent the Sponsor's debt remains delinquent for more than 30 days, CNCS shall initiate action to collect such debt with interest. In addition, in instances where the Sponsor has such debt that remains delinquent for more than 90 days, CNCS shall also initiate action to collect administrative costs and penalties. Debt collection may include referral to the U. S. Department of the Treasury, Debt Management Services. The debt may also be collected by the Internal Revenue Service through the U.S. Department of the Treasury Offset Program (TOP).



In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the aforementioned date. (The Sponsor and Corporation for National and Community Service staff must sign the Memorandum of Agreement even though single signatures only are required for grant agreements.)

**Sponsor**

**Corporation for National and Community Service**

Electronically  
Signed By: Sarikey, Curtiss

Electronically  
Signed By: Haggins, Kristen

Title:

Title: State Program Director

Date: 17-OCT-12

Date: 29-OCT-12

Oakland Unified School District  
Address: 746 Grand Ave  
Oakland, CA 94610-2714

Corporation for National and Community Service  
Address: California State Office  
11150 West Olympic Blvd.  
Suite 670  
Los Angeles, CA 90064-1815

Phone: (510) 273-1569

Phone: (310) 235-7421

Sponsor Location Code Number: 61515

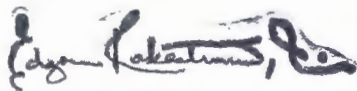
Sponsor DUNS Number: 076554500



David Kakishiba, President, Board of Education

Electronically  
Signed By: George, Michelle  
Title: Research & Policy Development

Date: 31-OCT-12



Edgar Rakestraw, Secretary,  
Board of Education

Corporation for National and Community Service  
Address: 1201 New York Ave. NW  
Washington DC 20525

Phone: 202-606-6626

# Notice of Grant Award

For Official Use Only

## Corporation for National and Community Service

601 Walnut Street, Suite 876 E  
Philadelphia, PA 19106-3323

### VISTA State

#### Grantee

Oakland Unified School District  
746 Grand Ave Oakland CA 94610-2714

EIN: 946000385

#### Award Information

Agreement No.:	12VSPCA003	Project Period:	11/06/2011 - 11/17/2012
Amendment No.:	1	Budget Period:	11/06/2011 - 11/17/2012
CFDA No.:	94.013	Grant Year:	1

#### Award Description

This amendment changes accounting suffix and adds cost share VISTA

#### Purpose

The purpose of this award is to assist the Project Sponsor in carrying out an AmeriCorps\*VISTA project as authorized under Title I, Part A of the Domestic Volunteer Service Act of 1973, as amended (Pub. L. 93-113).

#### Funding Information

Year 1	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	\$0	\$8,000	\$8,000
Grantee's Unobligated Balance (Carryover)	\$0	\$0	\$0
Total Available	\$0	\$8,000	\$8,000

#### Cumulative Funding for Project Period

Total Awarded in Previous Amendments	\$0
Total CNCS Funds Awarded to Date	<b>\$8,000</b>

#### Funding Source and Amount

2012--OPE1-A23-COO-61500-4101	\$8,000.00
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#### Special Conditions

Within 30 days of this award, the grantee must submit the agency's A-133 audit report for the most recent completed fiscal year to the Corporation for National & Community Service (CNCS). Failure to submit the requested documentation may result in restriction being placed on the grantee's ability to draw down grant funds from its Payment Management Account.

Terms of Acceptance: By accepting the terms under this Memorandum of Agreement, the Project Sponsor agrees to comply with all terms and conditions, all assurances and certifications made in the application, and all applicable federal statutes, regulations, and guidelines. The Project Sponsor agrees to administer the project in accordance with the approved project application, budget and Notice of Grant Award (if applicable), supporting documents, and other representations made in support of the approved project application. Terms and conditions for support grants are located at [https://egrants.cns.gov/termsandconditions/NGA\\_TC\\_Support\\_Revised20110104.pdf](https://egrants.cns.gov/termsandconditions/NGA_TC_Support_Revised20110104.pdf); terms and conditions for program grants are located at [https://egrants.cns.gov/termsandconditions/NGA\\_TC\\_Program\\_Revised20110104.pdf](https://egrants.cns.gov/termsandconditions/NGA_TC_Program_Revised20110104.pdf).

Corporation for National and Community Service:

# Notice of Grant Award

601 Walnut Street, Suite 876 E  
Philadelphia, PA 19106-3323

**VISTA State**

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**Grantee**

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Oakland Unified School District  
746 Grand Ave Oakland CA 94610-2714

EIN: 946000385

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Corporation for National and Community Service:

 05/15/2012

Signature Date

Merribeth Pentasuglia  
Name (typed)

Senior Grants Officer  
Title

Merribeth Pentasuglia, 215-964-6324  
Grants Official

Gail L. Benton Shoemaker, 510-637-1750  
Program Official

## Search Results

**Current Search Terms: corporation\* for\* national\* and\* community\* service\***

No records found for current search.

SAM | System for Award Management 1.0

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

IBM v1.513.20121222-2220



## AmeriCorps\*VISTA Assignment Description (VAD)

<b>VISTA Project:</b> Insurance Enrollment	<b>VISTA Member Name:</b> Caitlin Chan
<b>Site Name:</b> Family, Schools, and Community Partnerships	<b>Assignment Area:</b> Health and Wellness
<b>Date:</b> 7/12/12	

VISTA Member Activities and Steps Checklist	Planned Period of Work
<p><b>Goal</b> (from VISTA Project Plan): <i>Develop a system for facilitating enrollment into and preventing drop-off from insurance programs at at least 25 high priority school sites; Facilitate enrollment or re-enrollment of at least 200 students and families in Year One.</i></p>	August 2012 to August 2013
<p><b>Activity 1: Conduct needs assessment to identify high priority schools and populations.</b></p> <p>Step 1: a.) Develop database for insurance information collected at school registration. Analyze this data and other available indicators of need (free and reduced price lunch eligibility, California Healthy Kids Survey data, County data, District 'Live-Go' data, etc.).</p> <p>Step 2: a) Identify what systems are already in place to facilitate enrollment and assess their capacity and effectiveness. b.) Conduct site visits to see how insurance enrollment is currently happening on school sites and in the broader community.</p> <p>Step 3: a.) Develop criteria and make recommendations for the highest priority sites for Year One.</p> <p>Step 4: a.) Improve systems to collect insurance information and identify high need schools and populations in future years. b.) Revise health insurance survey for 2013-14 school registration, and assess utility and feasibility for implementation of this survey at the middle and high school levels.</p>	August 2012 to October 2012
<b>Activity 1 Comments/Summary of Accomplishments:</b>	<b>Activity 1 Completed (date):</b> _____
<p><b>Activity 2: Identify barriers that prevent students and families from accessing health care and other needed social services.</b></p> <p>Step 1: a.) Conduct research on barriers to care and proven strategies to increase healthcare access in similar contexts.</p> <p>Step 2: a.) Write policy brief to outline barriers and recommendations and identify resources that will remove barriers and facilitate access for students and families to receive needed healthcare and other social services.</p> <p>Step 3: a.) Develop systems that will help students and families navigate public transportation to get to centralized insurance enrollment centers, as well as to healthcare appointments.</p>	September 2012-October 2012
<b>Activity 2 Comments/Summary of Accomplishments:</b>	<b>Activity 2 Completed (date):</b>

<p><b>Activity 3: Conduct research to inform insurance enrollment system design.</b></p> <p>Step 1: a.) Conduct meetings and interviews with representatives from partner agencies (e.g. Alameda County, school-based health center lead agencies).</p> <p>Step 2: a.) Streamline eligibility information about insurance and other social services programs, including changes to Alameda County HealthPAC, Medi-Cal, and Healthy Families as a result of the Affordable Care Act). b.) Attend East Oakland Building Healthy Communities Affordable Care Act meetings to stay up to date on ACA implementation in California and support local insurance enrollment planning efforts. c.) Consider development of a manual or clearinghouse to make this information easily accessible for school and District staff, as well as community partners who work closely with students and families. d.) Design outreach materials for families.</p> <p>Step 3: a.) Research and document local, state, and national best practices for school-based and centralized school district insurance enrollment.</p>	<p>September 2012 to December 2012</p>
<p><b>Activity 3 Comments/Summary of Accomplishments:</b></p>	<p><b>Activity 3 Completed (date):</b></p>
<p><b>Activity 4: Design and roll-out systems for enrolling families in insurance and other social service programs.</b></p> <p>Step 1: a.) Make recommendations for design of District insurance enrollment system. b.) Present this information to key stakeholders and solicit feedback.</p> <p>Step 2: a.) Conduct outreach to highest need schools, in order to build buy-in and learn what structures might hinder or support on-site insurance enrollment and/or successful referral to off-site insurance enrollment.</p> <p>Step 3: a.) Develop systems for identification of families that are eligible and not receiving Medi-Cal and other social services programs, as well as families that have dropped off of Medi-Cal.</p> <p>Step 4: a.) Develop program evaluation to assess the effectiveness of new insurance enrollment systems, including data collection systems to track how many new students and families are enrolled in health insurance programs and receiving other social services. b.) Write end-of-year report to summarize successes for 2012-13 school year and make recommendations for program improvement in 2013-14 school year. c.) Present results to Family, Schools, and Community Partnerships Department staff and other key stakeholders.</p> <p>Step 5: a.) Prepare insurance enrollment outreach information and surveys for 2013-14 registration.</p>	<p>January 2013-August 2013</p>
<p><b>Activity 4 Comments/Summary of Accomplishments:</b></p>	<p><b>Activity 4 Completed (date):</b></p>

**VISTA Member Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## AmeriCorps\*VISTA Assignment Description (VAD)

*A VISTA Assignment Description (VAD) can be designed in many different ways; you can use any model that works well for your project. This sample VAD was developed by Project STAR and can be modified to meet your needs.*

<b>VISTA Project:</b> OUSD Indoor Air Quality Project	<b>VISTA Member Name:</b> Max Gara
<b>Site Name:</b> OUSD Family, Schools and Community Partnerships Department	<b>Assignment Area:</b> District
<b>Date:</b> 7/12/12	

VISTA Member Activities and Steps Checklist	Planned Period of Work
<p><b>Goal</b> (from VISTA Project Plan): Establish a sustainable IAQ program that is implemented in at least 15 schools during the first year with 20 more schools being added each subsequent year. Increase the attendance rate for students with asthma by at least 25% at those sites with the highest asthma rates.</p>	
<p><b>Activity 1: Assess state of Indoor Air Quality and Asthma prevalence, prevention and intervention at OUSD.</b></p> <p>Step 1: Review existing District and Health Department data.            Step 2: Gain understanding of indoor air quality work that has been conducted in the past at OUSD, including review of current policies.            Step 3: Conduct site visits at schools; conduct key information interviews.</p>	8/2012-10/2012
<p>Activity 1 Comments/Summary of Accomplishments:</p>	<p><b>Activity 1 Completed (date):</b></p> <p>_____</p>
<p><b>Activity 2:</b> Research best practices for programs, assessment, evaluation and policies linked to increasing indoor air quality at schools.</p> <p>Step 1: Utilize resources from EPA and other sources for tools and programs.            Step 2: Review sample policies and procedures from other school districts and asthma prevention organizations.            Step 3: Create data collection plan in conjunction with staff from FSCP, RAD and Facilities Departments.</p>	10/2012-11/2012
<p>Activity 2 Comments/Summary of Accomplishments:</p>	<p><b>Activity 2 Completed (date):</b></p> <p>_____</p>
<p><b>Activity 3:</b> Facilitate OUSD Indoor Air Quality Workgroup to receive collaborative input into the program and policy development process</p> <p>Step 1: Contact former members of IAQ workgroup.            Step 2: Contact key District and community stakeholders around indoor air quality and asthma reduction.            Step 3: Organize quarterly meetings with clear goals and outcomes.</p>	10/2012-7/2013

**Project STAR****VISTA**

Activity 3 Comments/Summary of Accomplishments:	<b>Activity 3 Completed (date):</b> _____
<b>Activity 4:</b> Develop, pilot and evaluate OUSD IAQ program at 15 schools. Step 1: Design program based on Activities 1-3. Step 2: Using data and input from stakeholders, secure participation from 15 school sites via principals, site nurses and other school staff. Step 3: Conduct and evaluate program. Report key findings and recommendations.	11/2012-7/2013
Activity 4 Comments/Summary of Accomplishments:	<b>Activity 4 Completed (date):</b> _____



### AmeriCorps\*VISTA Assignment Description (VAD)

<b>VISTA Project: Oakland Schools After School and Summer Outreach</b>	<b>VISTA Member Name: <u>Lake Raymond</u></b>
<b>Site Name: OUSD After School Programs Office</b>	<b>Assignment Area: Family, School, and Community Partnerships Dept. Date: 7-15-12</b>

<b>VISTA Member Activities and Steps Checklist</b>	<b>Planned Period of Work</b>
<b>Goal (from VISTA Project Plan): Increase the number of high priority students participating in expanded learning programs by 10% each year.</b>	
<p><b>Activity 1: Develop expanded learning marketing materials, family communication, and outreach strategies targeted at high need students</b></p> <p>Step 1: Review summer and after school attendance data to determine sites with strongest and lowest program attendance; review evaluation data to identify level of need of current expanded learning participants and gaps in serving high need students.</p> <p>Step 2: Meet with CBO partners and school leadership at sites with strongest program attendance to identify most effective communication and outreach strategies.</p> <p>Step 3: Meet with lowest attendance sites to identify key challenges in family communication and student outreach.</p> <p>Step 4: Participate in the OUSD Family Engagement collaborative and learn about the newly adopted Family Engagement standards; determine how family communication and engagement can improve in expanded learning programs based on these new standards.</p> <p>Step 5: Create tools, tip sheets, and examples of effective communication and outreach strategies, based on best practices at various program sites and based on the family engagement standards</p> <p>Step 6: Disseminate strategies and tools to CBO partners and school sites, and facilitate peer sharing across programs on effective communication and outreach strategies.</p> <p>Step 7: Help specific sites develop youth and family friendly outreach materials; assist particular middle school sites with summer program outreach targeted at high need students in order to ensure maximum participation in STEM and other summer learning opportunities</p>	<p>August 2012 – July 2013</p> <p>Steps 1-4: Fall - Winter 2012</p> <p>Steps 5-7: Spring 2013</p>
<b>Activity 1 Comments/Summary of Accomplishments:</b>	<b>Activity 1 Completed (date):</b> _____
<p><b>Activity 2: Develop comprehensive resource guide of quality, affordable, community-based after school learning opportunities, for families at schools with large after school program waitlists</b></p> <p>Step 1: Review attendance data, communicate with sites about existing after</p>	August 2012 – June 2013

**OUSD After School/Summer Outreach**

**VISTA**

<p>school enrollment policies, and collect standardized waitlist information from elementary after school programs districtwide, in order to assess unmet need for after school services, and identify particular school communities with families struggling most to find after school services.</p> <p>Step 2: Participate in Youth Program Quality Assessment (YPQA) trainings to deepen understanding of quality youth development programming.</p> <p>Step 3: Conduct a community scan (including talking to funders, reviewing existing resource guides, and visiting the community) to identify quality community-based after school services.</p> <p>Step 4: Visit and/or communicate with community-based programs to facilitate relationship building between these programs and OUSD, and to learn about costs, target populations, program activities, hours of operation, and capacity to serve more students.</p> <p>Step 5: Create a comprehensive family resource guide (written and on-line) of quality, affordable, community-based after school program options; organize this information by neighborhood and disseminate to families at schools with large after school program waitlists.</p>	<p>Steps 1-4: Fall and Winter 2012</p> <p>Step 5: Spring 2012</p>
<p>Activity 2 Comments/Summary of Accomplishments:</p>	<p>Activity 2 Completed (date): _____</p>
<p><b>Activity 3: Foster connections between middle and high school after school programs, and facilitate data sharing and transition support planning to help ensure program access and continuity of expanded learning opportunities for high need students who are graduating from 8<sup>th</sup> into 9<sup>th</sup> grade.</b></p> <p>Step 1: Research best practices in transition support programming for after school and summer programs, and identify/document existing Oakland transition support programs; share programming ideas with CBO partners.</p> <p>Step 2: Participate in department planning sessions around transition support.</p> <p>Step 3: Work with middle school after school programs to identify and prioritize high need students for summer bridge programming and 9<sup>th</sup> grade after school program support.</p> <p>Step 4: Facilitate data sharing between middle school and high school after school programs regarding high need students entering 9<sup>th</sup> grade.</p> <p>Step 5: Work with middle and high school after school programs to develop seamless family communication and outreach strategies targeted at transitioning students.</p> <p>Step 6: Assist schools and CBO partners with outreach and recruitment efforts for summer bridge programming.</p>	<p>August 2012 – July 2013</p> <p>Steps 1-2: Fall and Winter 2012</p> <p>Steps 3-6: Spring 2012</p>
<p>Activity 3 Comments/Summary of Accomplishments:</p>	<p>Activity 3 Completed (date): _____</p>

## AmeriCorps\*VISTA Assignment Description (VAD)

<b>VISTA Project:</b> Communications	<b>VISTA Member Name:</b> Jeff Tiell	
<b>Site Name:</b> Oakland	<b>Assignment Area:</b> Communications	<b>Date:</b> July 13, 2012

VISTA Member Activities and Steps Checklist	Planned Period of Work
<p><b>Goal</b> (from VISTA Project Plan): Provide Family Friendly communication materials to at least 15 schools in year 1 with an additional 15 each subsequent year</p>	<p>August 2012 – July 2013</p>
<p><b>Activity 1: Create site based templates for community school communications</b></p> <ul style="list-style-type: none"> <li>Step 1: Research best practices about communications to families</li> <li>Step 2: Develop a draft template to be tailored at individual sites</li> <li>Step 3: Visit targeted sites to create site specific materials</li> <li>Step 4: Conduct focus groups with families to identify best communications process</li> <li>Step 5: Create communications recommendations for identified sites.</li> </ul>	
<p><b>Activity 1 Comments/Summary of Accomplishments:</b></p>	<p><b>Activity 1 Completed (date):</b></p> <p>_____</p>
<p><b>Activity 2: Develop District Wide Communications Materials on Community Schools</b></p> <ul style="list-style-type: none"> <li>Step 1: Meet with OUSD Communications Department to identify areas of need and current communications venue.</li> <li>Step 2: Review and update district website on community schools efforts for district and target sites</li> <li>Step 3: Review and edit Options guide to identify opportunities for adjustment to reflect community schools needs.</li> <li>Step 4: Create resource guides for district efforts on community schools</li> </ul>	
<p><b>Activity 2 Comments/Summary of Accomplishments:</b></p>	<p><b>Activity 2 Completed (date):</b></p> <p>_____</p>
<p><b>Activity 3: Develop communications plan to share community school efforts &amp; resources with broad OUSD community</b></p> <ul style="list-style-type: none"> <li>Step 1: Meet with OUSD Communications Department to identify areas of need and current communications opportunities.</li> <li>Step 2: Develop a communications guide to be implemented by central office staff when communicating to families about community schools opportunities</li> <li>Step 3: Train Family, Schools, Community Partnerships Staff on communications plan.</li> <li>Step 4: Make recommendation for training and support in other OUSD departments.</li> </ul>	

Activity 3 Comments/Summary of Accomplishments:

**Activity 3  
Completed  
(date):**

## Search Results

**Current Search Terms:** corporation\* for\* national\* and\* community\* service\*

No records found for current search.

SAM | System for Award Management 1.0

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