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By	lf



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

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

June 3, 2020

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Nicole Knight, Executive Director, English Language Learner and Multilingual Achievement (ELLMA)
Nathaniel Dunstan, Program Manager, Newcomer and Refugee/Asylee Services

Subject: Grant Agreement - #RSIG18OU A-2 - State of California, Health and Human Services Agency, California Department of Social Services, Refugee Programs Bureau, Refugee School Impact Grant - English Language Learner and Multilingual Achievement (ELLMA) Department

ACTION REQUESTED:

Approval by the Board of Education of a Grant Agreement from the State of California - Health and Human Services Agency, California Department of Social Services (CDSS), Refugee Program Bureau, for the Refugee School Impact Grant #RSIG18OU A-2, in the amount of \$110,000.00, increasing the agreement from the received amount of \$213,779.00 to an amount not to exceed \$323,779.00. Annual funding amounts are subject to change dependent upon receipt of annual Notices of Award and funds available to the grantee is dependent upon the amount of funding incrementally released by the federal government to CDSS. This grant will support refugee students who have been in the United States for five years or less, for the period of October 1, 2018 through September 30, 2021, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant agreement for OUSD schools for the FY18-21 fiscal years was submitted for funding as indicated in the chart below. The grant face sheet and grant proposal packets are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
20-0464	Yes	Grant	Oakland Unified School District, Refugee & Asylee Program via the ELLMA Dept.	Support refugee students who have been in the U.S. for five years or less.	10/01/2018 - 9/30/2021	State of California-Health and Human Services Agency, Department of Social Services, Refugee School Impact Grant	FFY 2019 (Actual) \$ 99,171.00 FFY 2020 (Actual) \$114,608.00 FFY 2021 \$110,000.00 Total not to exceed \$323,779.00

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: \$323,779.00

RECOMMENDATION:

Approval by the Board of Education of a grant agreement for the Refugee and Asylee Program for fiscal years 2018-2021, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

Grant Face Sheet

Standard Agreement - California Department of Social Services, #RSIG18OU A-2

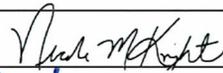
Exhibit B - Budget Detail and Payment Provisions

OUSD Grants Management Face Sheet

Title of Grant: Refugee School Impact Grant	Funding Cycle Dates: October 1, 2018-September 30, 2021
Grant's Fiscal Agent: Oakland Unified School District	Grant Amount for Full Funding Cycle: \$323,779.00
Funding Agency: California Department of Social Services, Refugee Programs Bureau	Grant Focus: Support refugee school-age students who have been in the US for five years or less
List all School(s) or Department(s) to be Served: All Schools	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The RSIG grant's primary focus is to assist refugee school age students who have been in the US for 5 years or less to improve their academic performance and social adjustment to schools through such activities as supplemental English language instruction, after-school tutoring programs, and social adjustment services.
How will this grant be evaluated for impact upon student achievement? <small>(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 5.94% 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.)</small>	We have a flag for refugee students and tracking system in place to measure and track attendance, ELPAC scores, grades, and other test scores.
Does the grant require any resources from the school(s) or district? If so, describe.	We are currently using office space at the Lakeview campus.
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? <small>(If yes, include the district's indirect rate of 5.94% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)</small>	No.
Will the proposed program take students out of the classroom for any portion of the school day? <small>(OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)</small>	No
Who is the contact managing and assuring grant compliance? <small>(Include contact's name, address, phone number, email address.)</small>	Nate Dunstan 746 Grand Ave, Room E, Oakland CA 94610, (510) 273-1661, Nathaniel.dunstan@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Executive Director	Nicole Knight		02/21/2020
Department Head	Sondra Aguilera		2/27/2020

(e.g. for school day programs or for extended day and student support activities)

Grant Office Obtained Approval Signatures:

Entity	Name	Signature	Date
Fiscal Officer			

Superintendent

OAKLAND UNIFIED SCHOOL DISTRICT

Office of the General Counsel

APPROVED FOR FORM & SUBSTANCE

By:


Joanna L. Powell, Attorney at Law

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>

STANDARD AGREEMENT

GRANT AGREEMENT NUMBER
RSIG18OU A-2

GRANT (NEW) (AMENDED)

1. This Agreement is entered between the State Agency and the Grantee named below:

State Agency's Name
California Department of Social Services
Grantee's Name
Oakland Unified School District

2. The term of this Agreement is: Upon signed by both parties

Start Date Through End Date
10/01/2018 09/30/2021

3. The maximum amount of this Agreement is: \$323,779.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A		
Exhibit A-1		
Exhibit A-2		
Exhibit A-3		
Exhibit A-4		
Exhibit B	Budget Detail and Payment Provision A-2	3
Exhibit B-1		
Exhibit B-2		
Exhibit B-3	 6/11/2020	
Exhibit B-4	Jody London	
Exhibit C*	President, Board of Education	
Exhibit C-1		
Exhibit C-2	 6/11/2020	
Exhibit D	Kyla Johnson-Trammell	
Exhibit D-1	Secretary, Board of Education	
Exhibit D-2		
Exhibit E		
Exhibit E-1		
Exhibit E-2		

Exhibits	Title	Pages
Exhibit F		
Exhibit F-1		
Exhibit F-2		
Exhibit G		
Exhibit G-1		
Exhibit G-2		
Exhibit H		
Exhibit H-1		
Exhibit H-2		
Exhibit I		
Exhibit I-1		
Exhibit I-2		

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

GRANTEE			
Grantee's Name (if other than an individual, state whether a corporation, partnership, etc.) Oakland Unified School District			
Grantee's Business Address 746 Grand Ave. #E	City Oakland	State CA	Zip 94610
Printed Name Of Person Signing Nate Dunstan	Title Program Manager, Refugee & Newcomers		
Grantee Authorized Signature	Date Signed		

STATE OF CALIFORNIA			
Agency Name California Department of Social Services			
Agency Business Address 744 P Street , M.S.9-6-646	City Sacramento,CA	State 95814	Zip
Printed Name Of Person Signing Marcela Ruiz	Title Director		
Agency Authorized Signature	Date Signed		

Exemption (If applicable)

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. INVOICING AND PAYMENT

1. The maximum amount payable under this agreement shall not exceed the award amount for the FFY period, subject to continue funding **\$323,779**. **Annual funding amounts are subject to change dependent upon receipt of annual Notices of Award and funds available to the grantee is dependent upon the amount of funding incrementally released by the federal government to CDSS. Shown below is the amount that cannot be exceeded for the Federal Fiscal Years:**

<u>FFY 2019</u>	<u>\$99,171</u>
<u>FFY 2020</u>	<u>\$114,608</u>
<u>FFY 2021</u>	<u>\$110,000</u>

Remaining balances from the first and second year of the Agreement are available for expenses accrued in subsequent years of the Agreement.

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the CDSS agrees to reimburse the Contractor **Grantee** for said services in accordance with the specified rates.
3. Contractor **Grantee** shall submit the request for payment using the CDSS Expenditure Report Form, along with an invoice on official school district letterhead, and supporting documentation on a quarterly basis by the due dates below:

Invoice Periods	Due to CDSS
October 1, 2018 to December 31, 2018	January 15, 2019
January 1, 2019 to March 31, 2019	April 15, 2019
April 1, 2019 to June 30, 2019	July 15, 2019
July 1, 2019 to September 30, 2019	October 15, 2019
October 1, 2019 to December 31, 2019	January 15, 2020
January 1, 2020 to March 31, 2020	April 15, 2020
April 1, 2020 to June 30, 2020	July 15, 2020
July 1, 2020 to September 30, 2020	October 15, 2020
October 1, 2020 to December 31, 2020	January 15, 2021
January 1, 2021 to March 31, 2021	April 15, 2021
April 1, 2021 to June 30, 2021	July 15, 2021
July 1, 2021 to September 30, 2021	October 15, 2021

**EXHIBIT B
(Standard Agreement)**

4. Invoices shall include the CDSS ~~Contract~~ **Grant** number, and be signed by the authorized representative in blue ink, and e-mailed on district letterhead to: RPB@dss.ca.gov.
5. Invoice payment will be conditioned upon the timely receipt by the CDSS of the RSI Progress Reports and RSI Final Performance Report from the ~~Contractor~~ **Grantee** within the specified due dates and in a manner acceptable by the CDSS. If acceptable reports are not received or a request for extension of a due date has not been granted by the CDSS, invoices will not be processed and will be returned to the ~~Contractor~~ **Grantee**.
6. Purchases of equipment, supplies, and other items in excess of \$500 must be accompanied with supporting documentation and must be included with the invoice for reimbursement. The CDSS may not reimburse invoices that do not meet these requirements.
7. Minor corrections on invoices, such as mathematical errors, may be made by CDSS. Invoices that require major corrections, such as improper completion of the invoice, invoices without authorized signatures, or invoices which have been significantly altered, will not be processed and will be returned to the ~~Contractor~~ **Grantee** with an explanation of the problem and may delay payment of the invoice.
8. **If CDSS determines that the Grantee has not satisfactorily performed services required pursuant to this Agreement or is not in compliance with the requirements of this Agreement, the CDSS reserves the right to withhold funding and/or exercise other remedies.**

B. STATE BUDGET CONTINGENCY CLAUSE

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to ~~Contractor~~ **Grantee** or to furnish any other considerations under this Agreement and ~~Contractor~~ **Grantee** shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the CDSS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to ~~Contractor~~ **Grantee** to reflect the reduced amount.

C. FOR CONTRACTS WITH FEDERAL FUNDS

**EXHIBIT B
(Standard Agreement)**

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

D. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

E. REVIEW

CDSS reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

F. FINAL BILLING

~~Invoices for services must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first~~ **for the end of the agreement must be received by October 15, 2021.** The final invoice must include the statement "Final Billing."

G. NONRESIDENT TAX WITHHOLDINGS

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have seven percent of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.