

File ID Number	15-2204
Introduction Date	12/2/15
Enactment Number	15-1598
Enactment Date	12/2/15
By	AW



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools. Thriving Students

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

December 2, 2015

To: Board of Education

From: Antwan Wilson, Superintendent

Subject: **District Submitting Grant Agreement**

ACTION REQUESTED:

Approval by the Board of Education of the Grant Agreement between Oakland Unified School District and The Zellerbach Family Foundation for fiscal year 2015-2016 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 2015-2016 fiscal year were 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
15-2204	Yes	Grant	All Oakland Unified School District Schools	To support the position of Specialist to provide support services and service coordination for Unaccompanied Immigrant Minors.	9/15/2015-9/15/2016	Zellerbach Family Foundation	\$45,000.00

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: \$45,000.00

RECOMMENDATION:

Approval and support by the Board of Education of Board of Education of the Grant Agreement between Oakland Unified School District and The Zellerbach Family Foundation for fiscal year 2015-2016 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:

Zellerbach Family Foundation Grant Application

Proposal: Unaccompanied Minor Inter-Agency Support System

Grant Award Letter

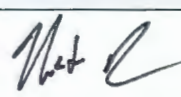

Check #13169

Title of Grant: Interagency Support System for Unaccompanied Minor Inter-Agency Support System	Funding Cycle Dates: September 15, 2015 – September 15, 2016
Grant's Fiscal Agent: Oakland Unified School District Transitional Students and Families Office 746 Grand Avenue Oakland, CA 94610	Grant Amount for Full Funding Cycle: \$45,000.00
Funding Agency: Zellerbach Family Foundation Lina Avidan, Program Officer 575 Market Street, Suite 2950 San Francisco, CA 94105	Grant Focus: For the specialist position to provide support services and service coordination for Unaccompanied Immigrant Minors
List all School(s) or Department(s) to be Served: All Oakland Unified School District Schools	


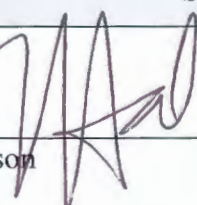
Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Unaccompanied minors are immigrant youth who cross the border alone, without papers or parents. They are placed in federal detention centers then housed with sponsor adults in Oakland. They are some of the nation's most vulnerable immigrants—facing deportation proceedings, separated from family, and often fleeing violence at home. These factors, combined with interrupted formal education and limited/no English, make academic achievement extremely difficult for these students. This program would allow us to support the wraparound needs of students so that they are better able to focus on their academics.
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 5.94% 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.)	We will develop an unaccompanied minor tracking system to measure and track attendance, CELDT scores, grades, and CAHSEE progress.
Does the grant require any resources from the school(s) or district? If so, describe.	An office space in the Transitional Students and Families Unit.
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 5.94% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No.

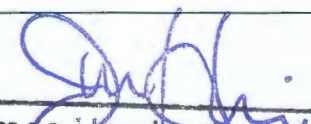
<p>Will the proposed program take students out of the classroom for any portion of the school day?</p> <p>(OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)</p>	<p>No</p>
<p>Who is the contact managing and assuring grant compliance?</p> <p>(Include contact's name, address, phone number, email address.)</p>	<p>Nathaniel Dunstan OUSD Refugee & Asylee Student Assistance Program 746 Grand Avenue Oakland, CA 94610 (617) 699-5114 Nathaniel.Dunstan@ousd.org</p>

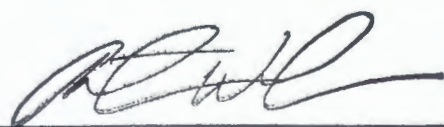
Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	Nathaniel Dunstan		10/26/15
Department Head (e.g. for school day programs or for extended day and student support activities)	Curtiss Sarikey		

Grant Office Obtained Approval Signatures:

Entity	Name	Signature/s	Date
Fiscal Officer	Vernon Hal		
Superintendent	Antwan Wilson		


James Harris
President, Board of Education


Antwan Wilson
Secretary, Board of Education



Cashing of the grant check constitutes your compliance with this grant agreement.

Date: September 15, 2015

GRANT AGREEMENT

Between the ***Zellerbach Family Foundation*** (the "Foundation"),
575 Market Street, Suite 2950, San Francisco, California, 94105, and:

Grantee: Oakland Unified School District, Office of Family,
School, and Community Partnerships,
Unaccompanied Immigrant Children Program

Address: 1000 Broadway, Suite 680
Oakland, CA 94607

Contact Person: Associate Superintendent: Curtiss Sarikey

**Foundation
Program Officer:** Lina Avidan

The following terms must be met by the grantee in order to receive and
retain the grant that has been awarded.

1. Grant Purpose and Expected Outcomes

This grant will provide a second year of support for an inter-agency support system in the Oakland Unified School District that addresses the educational, social, health, and legal services needs of unaccompanied immigrant children from Central America.

Activities supported by the new grant:

The UAC Program Specialist will continue to work with schools, community organizations, district offices, clinics and government support services to identify, orient, support, and track unaccompanied children, and coordinate systems and partnerships to ensure they receive the best and most comprehensive services available.

GOAL 1: Cultivate awareness and expertise throughout the Oakland Unified School District about unaccompanied children's backgrounds and needs

Objectives:

- Teach district enrollment staff how to identify unaccompanied children
- Track and monitor unaccompanied children for ongoing support
- Provide ongoing training for staff at the school and district level, and for community partners and elected officials about the backgrounds, identification, needs and support systems for unaccompanied children
- Provide continuous outreach and identification to newly-arrived unaccompanied children
- Collaborate with Community School Managers and Coordination of Services Teams (COST) at schools with high numbers of unaccompanied children to ensure that students are prioritized for services and connected to school-based resources upon enrollment
- Serve on the OUSD Newcomer Task Force, OUSD Newcomer Leadership Team, and the Alameda County Behavioral Health Task Force on Unaccompanied Youth to ensure that the needs of this population are being considered and met as new academic and socio-emotional programs are developed

GOAL 2: Ensure that UACs have access to legal screenings and services from nonprofit immigration legal services organizations

Objectives:

- Connect students with appropriate legal service organizations and/or low-cost attorneys by organizing legal clinics at schools and at providers' offices
- Improve and maintain a confidential tracking system for unaccompanied children to track potential relief, referrals made, "age-out" date, court dates, progress of legal cases, and support services received
- Manage ongoing partnerships with legal organizations, overseeing referral mechanisms and legal clinics, tracking case progress, and assisting providers with student/family communication
- Identify service gaps and work with legal services organizations to fill these gaps
- Set up informational Know Your Rights workshops at school sites for UAC students and families

GOAL 3: Ensure that unaccompanied immigrant children receive the best support services available to meet their health, socio-emotional, and academic needs

Objectives:

- Implement an initial screening checklist for newly-arrived unaccompanied children to determine students' service needs related to health, mental health, safety of living situation, and food
- Create, triage, and manage systems of care for unaccompanied children
- Work with COST teams and the Central Family Resource Center to ensure that students are connected to and prioritized for on- and off-campus services, with a particular focus on health, mental health, health insurance, and housing
- Deepen the network of service provider partners that can provide free/low-cost and culturally-responsive services
- Ensure enrollment in critical district and community services such as English language learner programs, after school programs, and summer school
- Advocate for spaces for UACs in summer school and manage summer school outreach and enrollment
- Monitor truancy and grades
- Provide and/or coordinate home visits and family interventions for highest-need cases
- Conduct ongoing family engagement, particularly related to school connectedness, legal and mental health referrals, and student crises and behavioral problems
- Manage public benefits and services access for students who have been granted immigration relief (including applications for social security cards, health benefits, and public assistance)
- Coordinate social services volunteers to support post-relief services navigation

Outcome Measurement/Assessment

The confidential tracking system developed for the Unaccompanied Immigrant Children Program enables the OUSD to document and assess the referrals, services provided, and outcomes for the majority of UACs in the district. Data will be monitored regularly to ensure that the program is meeting its goals and to track trends so that program partners can build appropriate interventions. The program will also document the number and location of staff trained to identify and assist unaccompanied children, attendance and drop-out data, English acquisition, and academic progress.

See also Part 2 of this agreement: "Reversion"

Name of Project: Unaccompanied Immigrant Children Program

Date Approved:	September 15, 2015
Grant Amount:	\$45,000
Grant Period:	One year
Payment Schedule:	One payment
Report Requirements:	An interim report and a final report that covers the entire grant period.
Report Due Dates:	March 2, 2016 ; October 4, 2016
Additional Requirements:	Follow the attached progress report guidelines

See also Part 5 of this agreement: "Reports and Audits"

SPECIAL CONDITIONS:

Grant Classification

(under the Financial Accounting Standard Board's SFAS 116-117.):

I.	Unconditional	<input checked="" type="checkbox"/>	II.	Unrestricted	<input type="checkbox"/>
	Conditional	<input type="checkbox"/>		Restricted	<input checked="" type="checkbox"/>

2. Reversion

Funds must be used by the Grantee strictly in accordance with the terms of this Agreement, including the grant purposes set forth in Part 1. Any funds not expended for the purposes set forth in Part 1, including any unspent balance at the conclusion of the grant period, must be returned to the Foundation.

3. Limit of Commitment

This award is made with the understanding that the Foundation has no obligation to provide other or additional support for this project, nor does this award represent any commitment to or expectation of future support from the Foundation for this or any other project of the Grantee.

4. Public Acknowledgment

Any written material referring to the Foundation must be approved [in writing] by the Foundation in advance.

5. Reports and Audits

The Grantee agrees to submit to the Foundation periodic reports and a

final report, including narrative information and full financial accounting of the expenditure of these grant funds, according to the report schedule set forth in Part 1 of this Agreement. Any payment scheduled for release subsequent to the due date of a report shall be held by the Foundation until the report has been submitted and approved.

Grantee's current 501(c)(3) has been provided to the Foundation.

6. Access to Project Information

The Grantee agrees to provide the Foundation with full access, except to the extent specifically prohibited by applicable law, to any and all information developed in connection with or arising from the activities funded by this grant.

7. Project Review and Evaluation

The Grantee agrees that the Foundation may review and/or evaluate the project funded by this grant. This may include visits by representatives or agents of the Foundation to observe the Grantee's project operations; to review project data, financial records, or corporate records; and to discuss the project with the Grantee's staff or governing board. At all times during the Agreement, Grantee shall accurately maintain all books of account, records and documents of every kind in which all matter relating to the project funded by the grant, including all income, expenditures, assets, and liabilities thereof, shall be entered. Grantee shall keep all such records for at least four years after completion of the use of the grant funds. The Foundation shall have the absolute right at any reasonable time to inspect and copy any of these materials, except to the extent specifically prohibited by applicable law.

8. Compliance with Law

The Grantee agrees that in the performance of this Agreement and in the application of funds furnished pursuant to this grant, it will comply with all laws and regulations.

9. Modification and Termination

This is the only agreement among the parties relating to the subject matter hereto, and the terms of this Agreement may be revised or modified only in writing signed by all parties. If the Grantee fails to

meet any of the terms and conditions of this Agreement, the Foundation may withdraw its award and terminate this Agreement and shall thereupon have no further obligation to disburse to Grantee any remaining unpaid grant funds, and may further require repayment of any grant funds which were not used in accordance with the terms of the Agreement, including the grant purpose set forth in this Agreement. In addition, the Foundation shall have all other rights available at law or in equity against the Grantee arising out of breach of this Agreement.

10. Hold Harmless

The Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Foundation, its officers, directors, trustees, employees, and agents from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with such grant, or the application of funds furnished pursuant to such grant or the program or project funded or financed by such grant, or in any way relating to the subject of this Agreement. This paragraph shall survive the termination of this Agreement.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed and delivered as of September 15, 2015.

Zellerbach Family
Foundation:

By:

Lina Avidan, Program Executive

In signing this document, the undersigned acknowledges that the undersigned has been authorized by Grantee to sign on its behalf, that the undersigned has read and understands the entire Agreement and that Grantee accepts and agrees to its terms and conditions.

Grantee:

Oakland Unified School District, Board of Education

By: (signature) _____

Print name:

Antwan Wilson

Title:

Superintendent

ZELLERBACH FAMILY FOUNDATION
Lina Avidan, (415) 421-2629, ext. 17, lina.avidan@zff.org

PROGRESS REPORT GUIDELINES

Organization: Oakland Unified School District, UAC Program

Date of Grant Sept. 15, 2015

Please state the following information at the top of the progress report:

1. Organization Name
2. Contact Person
3. Type of report – Mid-term or Final
4. Time period covered by the report
5. Date report was submitted

Please prepare a narrative report (5 pages or fewer) that describes the progress made towards the specific goals, objectives, and measurable outcomes that were established for this grant. The report should include the following information:

1. For each goal, describe the activities/objectives that were carried out during the grant period and the specific outcomes/impacts that were achieved, in terms of the individuals, organizations and institutions that were involved.
2. The numbers and characteristics of people served by the grant.
3. A description of the methods of evaluation, measurement and/or documentation that were employed to assess the progress towards the goals and objectives.
4. Information about any delays, program changes, staff changes, or problems encountered during the grant period.

ZELLERBACH FAMILY FOUNDATION BUDGET FORM		
Organization Name: Oakland Unified School District		Date: June 10th, 2015
Project Name: Unaccompanied Minors Interagency Support Services		
YOU MAY EDIT THE LIST OF LINE ITEMS IN ORDER TO INCLUDE ALL OF THE EXPENSES RELATED TO		
	Actuals for fiscal year that just ended or will soon end	Budget for year in which most of the grant activity will take place
REVENUE	July 1st, 2014-June 30, 2015	July 1st, 2015-June 30th, 2016
Foundations		
Zellerbach Family Foundation	\$45,000	\$45,000
Y & H Soda Foundation	\$30,000	\$30,000
Government Grants & Contracts	\$15,000	\$20,000
Membership Income		
Fundraising Events		
Individual Donations		
Fees for services		
Product/ Promotional Sales		
Other:		
REVENUE TOTAL	\$90,000	\$95,000
EXPENSES (line items may vary)		
Consultants and Professional Fees		
Dues/Fees/Licenses		
Equipment		
Maintenance		
Legal		
Supplies		
Postage & Delivery		
Printing & Copying		
Subscriptions		
Insurance		
Rent & Utilities		
Telephone, Fax, & E-mail		
Advertising & PR		
Travel & Conferences		
Other:		
SUBTOTAL EXPENSES	\$	\$
Salaries - List Positions (if not full time, indicate FTE%)		
Unaccompanied Minor Support Services C	\$90,000	\$71,000

Workers' Comp		
Fringe & Benefits (at 40% of FTE)		\$28,400
SUBTOTAL SALARIES	\$90,000	\$99,400
EXPENSE TOTALS	<u>\$90,000</u>	<u>\$99,400</u>
DIFFERENCE	\$0	(\$4,400)

13169

ZELLERBACH FAMILY FOUNDATION

575 MARKET STREET, SUITE 2950
SAN FRANCISCO, CA 94105

Wells Fargo Bank, N.A.



11-4288/1210

9/18/2015

PAY TO THE
ORDER OF

Oakland Unified School District

\$ **45,000.00

Forty-Five Thousand and 00/100*****

DOLLARS

Oakland Unified School District
1000 Broadway, Suite 680
Oakland, CA 94607ZELLERBACH FAMILY FOUNDATION
2 SIGNATURES REQUIRED OVER \$7,500
AUTHORIZED SIGNATURE

MEMO

03345 Unaccompanied Immigrant Children Program

⑈013169⑈ ⑆121042882⑆ 0403552318⑈

ZELLERBACH FAMILY FOUNDATION

13169

Oakland Unified School District

Date	Type	Reference
9/15/2015	Bill	1505-03345

Original Amt.
45,000.00

Balance Due
45,000.00

9/18/2015

Discount

Payment

45,000.00

Check Amount

45,000.00



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 15-2204

Department: CSSS

Vendor Name: Zellerbach Family Foundation

Contract Term: Start Date: Sept 15 2015 End Date: Sept 14 2016

Annual Cost: \$ 45,000.00

Approved by: CSSS

Is Vendor a local Oakland business? Yes ☐ No ☒

Why was this Vendor selected?

OUSD received a generous grant to pay for the position of Specialist, Unaccompanied Minors, to provide support services and service coordination for Unaccompanied Immigrant Minors.

Summarize the services this Vendor will be providing.

Unaccompanied minors are immigrant youth who cross the border alone, without papers or parents. They are placed in federal detention centers then housed with sponsor adults in Oakland. They are some of the nation's most vulnerable immigrants—facing deportation proceedings, separated from family, and often fleeing violence at home. These factors, combined with interrupted formal education and limited/no English, make academic achievement extremely difficult for these students. This program would allow us to support the wraparound needs of students so that they are better able to focus on their academics.

Was this contract competitively bid? Yes ☒ No ☐

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**