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Enactment Number	21-0560
Enactment Date	4/14/2021 er
By	



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

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

April 14, 2021

To: Board of Education

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

Subject: Grant Agreement - Kids In Need Of Defense, Inc. (KIND) - Unaccompanied Immigrant Youth Support - English Language Learner and Multilingual Achievement (ELLMA)

**ACTION REQUESTED:**

Approval by the Board of Education of a Grant Agreement between Kids In Need Of Defense, Inc. (KIND), Washington, D.C., and the District, on behalf of English Language Learner and Multilingual Achievement (ELLMA), accepting \$50,000.00, in funding for the development of resources and trainings to support effective practices for unaccompanied immigrant youth, for the period of March 15, 2021 through January 31, 2023, pursuant to the terms and conditions thereof, if any.

**BACKGROUND:**

Grant Agreement for OUSD schools for the 2021-2023 fiscal years was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
21-0737	Yes	Grant	Oakland Unified School District, English Language Learner and Multilingual Achievement (ELLMA)	Development of resources and support materials for schools and agencies serving unaccompanied immigrant youth.	March 15, 2021 through January 31, 2023	Kids In Need of Defense, Inc. (KIND)	\$50,000.00

**DISCUSSION:**

The District created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student
- 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: \$50,000.00

**RECOMMENDATION:**

Approval by the Board of Education of a Grant Agreement for OUSD schools for fiscal years 2021-2023, pursuant to the terms and conditions thereof, if any.

**ATTACHMENTS:**

Grant Face Sheet  
Grant Agreement for Consulting Services

OUSD Grants Management Face Sheet


<b>Title of Grant:</b> KIND, Inc. Unaccompanied Immigrant Youth Supports	<b>Funding Cycle Dates:</b> March 15, 2021 - January 31, 2023
<b>Grant's Fiscal Agent:</b> Matthew J. Kessler-Vaughn, Executive Vice President Kids In Need of Defense, Inc. (KIND) 1201 L Street NW, Floor2 Washington, DC 20005 202-824-8680	<b>Grant Amount for Full Funding Cycle:</b>  \$50,000.00
<b>Funding Agency:</b> Kids In Need of Defense, Inc. (KIND) 1201 L Street NW, Floor2 Washington, DC 20005 202-824-8680	<b>Grant Focus:</b> Development of resources and trainings to support effective practices for unaccompanied immigrant youth
<b>List all School(s) or Department(s) to be Served:</b> English Language Learner and Multilingual Achievement (ELLMA)	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The grant's primary focus is to support the development of documented best practices and training resources related to best practices in serving Unaccompanied Immigrant Youth, a large and growing population in OUSD schools with low cohort graduation rates and academic performance often below grade level. Improved services for these students are essential to fulfilling our commitment to our community.
How will this grant be evaluated for impact upon student achievement?  <b>(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.)</b>	We monitor outcomes for newcomer subgroups and can assess impacts on attendance, drop out, cohort graduation, and progress towards meeting grade level standards.
Does the grant require any resources from the school(s) or district? If so, describe.	No.
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?  <b>(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.)</b>	No.
Will the proposed program take students out of the classroom for any portion of the school day? <b>(OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)</b>	No

Who is the contact managing and assuring grant compliance?  (Include contact's name, address, phone number, email address.)	Nathaniel Dunstan, Program Manager Oakland Unified School District 746 Grand Avenue, Room E, Oakland CA 94610 (510) 922 0061 <a href="mailto:Nathaniel.dunstan@ousd.org">Nathaniel.dunstan@ousd.org</a>
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**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal	Tom Felix		3/18/21
Department Head	Nicole Knight	<i>Nicole Knight</i>	3/18/21

(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			

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## AGREEMENT FOR CONSULTING SERVICES

This Vendor Agreement (“Agreement”) is entered into on March 17, 2021, by and between KIND, Inc. (“the ORGANIZATION”), a Non-Profit Corporation organized under the laws of the District of Columbia, having its registered office at 1201 L Street NW, Floor 2, Washington, DC 20005, and Oakland Unified School District (OUSD) (“Vendor”), with an address at 1000 Broadway, Suite 300, Oakland, CA 94607.

WHEREAS, the ORGANIZATION wishes to contract with VENDOR to perform services for the ORGANIZATION.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the ORGANIZATION and VENDOR hereby agree as follows:

1. VENDOR Services. The ORGANIZATION and VENDOR both acknowledge the critical need to be cost-effective and maximize resources while ensuring that the quality of the services is not compromised. The ORGANIZATION hereby retains VENDOR to perform the services and deliver the work for the CDSS OFY program according to the delivery schedule set forth in the Scope of Work and Delivery Schedule (attached as Exhibit 1).
2. Term and Termination. VENDOR’s retention hereunder shall commence on March 15, 2021 and will continue through to, and end on January 31, 2023 (“Term”). The parties may mutually agree, in writing, to extend the Term of this Agreement. Notwithstanding the foregoing, either party may terminate this Agreement upon twenty (20) days prior written notice., Whether with or without cause, and including termination for the convenience of the ORGANIZATION. Upon termination of this Agreement, all fees and expenses accruing hereunder shall cease, and no further payment to VENDOR pursuant hereto shall accrue or be payable, except with respect to amounts accrued and unpaid for services satisfactorily performed through the date of termination.
3. Consideration. The VENDOR shall be compensated in the manner set forth in the Rate Schedule (attached as Exhibit 2) for the services performed under this Agreement. VENDOR shall not be compensated or reimbursed for expenses not explicitly covered in this Agreement.
4. Invoices. VENDOR shall deliver to the ORGANIZATION on a no more than monthly basis an invoice for services rendered, unless the ORGANIZATION consents and approves a different invoicing schedule in writing. Each invoice shall provide a detailed explanation of the constituent expenses that comprise the total amount of the Invoice and shall be accompanied by reasonable supporting documentation, as may be required by the ORGANIZATION. Acceptable invoice shall include line item detail listing date(s) of service, description of service(s) provided, and hour(s) provided. Within thirty (30) days of receipt of an approved invoice from VENDOR, the ORGANIZATION shall pay the full amount of the invoice. All outstanding invoices must be submitted within thirty (30) days of the termination date of this Agreement.
5. Compliance with Law. VENDOR shall comply with all municipal, state or federal laws, ordinances, rules and regulations pertaining to the services rendered under this Agreement.
6. Standard of Care. VENDOR shall provide services with the degree of skill and care ordinarily exercised by a person or company performing services of a similar nature at the time the services were rendered.
7. Confidentiality. VENDOR will keep confidential and not disclose, without approval and written consent of the ORGANIZATION, information, knowledge or data that has been or is acquired by VENDOR during performance under this Agreement and relates or concerns the operations, programs, systems, proprietary materials or information, affairs,

customers, contacts, opportunities and employees of the ORGANIZATION ("Confidential Information"), and VENDOR will use such Confidential Information solely for purposes of providing the services required under this Agreement. Upon the termination of this Agreement or at the request of the ORGANIZATION, VENDOR will return to the ORGANIZATION all company property and written or graphic Confidential Information (in any form) in VENDOR's possession, custody, or control (including copies, extracts, and other reproductions of such Confidential Information). Unauthorized disclosure of Confidential Information as determined by the ORGANIZATION immediately renders this Agreement null and void. The obligations under this Paragraph will survive termination or expiration of this Agreement.

8. Ownership. Any information, data, materials, products, abstracts, publications that are identified, collected, secured or developed under the auspices of this Agreement shall, in their entirety, be the sole property of the ORGANIZATION. The ORGANIZATION reserves any and all rights to reproduce, duplicate, distribute or post electronically any of said property in part or in its entirety. Said property will be protected by copyright of the ORGANIZATION and shall not be reproduced or distributed by VENDOR or any individual or entity, in any form without approval and written consent of the ORGANIZATION.

9. Use of Name. Neither party shall use directly or by implication the names of the other party, nor any of the other party's affiliates or contractors, nor any abbreviations thereof, or of any staff member, faculty member, student, or employee of the other party in connection with any products, publicity, promotion, financing, advertising, or other public disclosure without the prior written permission of the other party.

10. Independent Contractor. Nothing in this Agreement shall be construed to imply that VENDOR or any of its employees, agents, representatives or subcontractors are the employees, agents, representatives or subcontractors of the ORGANIZATION or any intended beneficiaries. The ORGANIZATION acknowledges that VENDOR shall be subject to the direction of the ORGANIZATION only with respect to the scope of services to be performed by VENDOR. It is expressly understood and agreed that VENDOR shall in no event be entitled to any benefits to which the ORGANIZATION employees are entitled. The ORGANIZATION will not withhold income taxes, Social Security or any other sums from payments made to VENDOR. VENDOR shall in no way hold themselves to any third person as an employee of the ORGANIZATION.


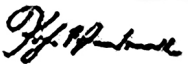
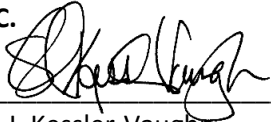
11. Indemnification. VENDOR agrees to defend, indemnify, and hold the ORGANIZATION harmless from and against any and all causes of action, claims, costs, damages, liabilities, losses and expenses (including attorney's fees and court costs) incurred by the ORGANIZATION and attributable to VENDOR's performance under this Agreement, however, the VENDOR's total liability shall not exceed the limits of insurance required under this Agreement. ORGANIZATION agrees to defend, indemnify, and hold VENDOR harmless from and against any and all causes of action, claims, costs, damages, liabilities, losses and expenses (including attorney's fees and court costs) incurred by VENDOR and attributable to the ORGANIZATION's performance under this Agreement.

12. Entire Agreement; Amendments. It is expressly agreed that there are no promises, agreements or understandings outside of this instrument, and any subsequent changes or modifications must be mutually agreed upon in writing.

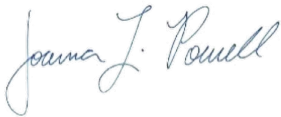
13. Assignment. VENDOR shall not assign this Agreement (in whole or in part), without the prior written consent of the ORGANIZATION; otherwise, VENDOR will be in breach of this Agreement.

14. Governing Law. This Agreement and all claims arising under it are governed by and shall be construed and enforced according to the laws of the District of Columbia. Notwithstanding the immediately previous sentence, the parties agree that an electronic transmission contemplated hereunder is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 1700 *et. seq.* (*E-Sign Act*). The parties intend that the E-Sign Act apply to the fullest extent possible to validate their ability to electronically transmit and electronically commit to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement for Consulting Services to be executed by their duly authorized representative.

<b>VENDOR</b>  Shanthi Gonzales, President, Board of Education <hr/>  Kyla Johnson Trammell, Secretary, Board of Education <hr/> Date 4/20/2021	<b>KIND, INC.</b>  <hr/> Matthew J. Kessler-Vaughn Executive Vice President  4/20/21 <hr/> Date
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Approved as to form by OUSD Staff Attorney  
Joanna Powell on 3/17/2021.



## SCOPE OF WORK & DELIVERY SCHEDULE

In accordance with the terms set forth in this Agreement VENDOR shall:

- Provide input on TA session design & outreach
- Lead a series of TA session workshops for OFY Program grantees, including: 1) Creating effective partnerships with schools and school districts 2) School Policies, Procedures & Protections for UIY students 3) Alternative Mental Health Programs
- Organize virtual and/or in-person convening to lift up best practices from Oakland programs and other sites
- Support design of grantee-wide resource sharing platforms
- Be available for one on one and small group consultations with OFY grantees, as needed for the duration of the OFY project.

EXHIBIT 2  
RATE SCHEDULE

Value of Agreement shall not exceed Fifty Thousand U.S. dollars (\$50,000 USD).

Payable - \$20,000 upon signing of the contract

\$20,000 January 31, 2022

\$10,000 upon completion of the work

VENDOR shall not be reimbursed for any expense not explicitly discussed in this Agreement.