

# CAIR-SV/CC MOU: Sacramento County Afghan Support Grant

## Sacramento County Afghan Support Grant

### MEMORANDUM OF UNDERSTANDING BETWEEN COUNCIL ON AMERICAN-ISLAMIC RELATIONS, SACRAMENTO VALLEY/CENTRAL CALIFORNIA (CAIR SV/CC) AND San Juan School District

This is a memorandum of understanding dated as of October 27, 2022 (the "MOU") between San Juan School District and CAIR SACRAMENTO VALLEY/CENTRAL CALIFORNIA (CAIR-SV/CC). The overarching goal of this project is to serve as institutional helpers for new Afghan arrivals by facilitating comprehensive services.

#### Background

As Afghan newcomers have arrived in the Sacramento region, organizations have been working to connect new arrivals from Afghanistan with the necessary wraparound services needed to reasonably adjust to life in the Sacramento region. This includes social services such as housing and food assistance, support through educational institutions, immigration services for those arriving without refugee status, mental health and healthcare services, and outreach programs. Outreach programs will help connect refugees with culturally responsive support from local organizations and programs as they transition into the workforce, interact with law enforcement, support their children in schools, and participate in youth development and empowerment programs. Subgrantee partners include organizations who have expertise in providing services and programs to Afghan refugees.

Subgrantee partners ("Collaborators") assisting local families will work with CAIR-SV/CC ("Project Lead") as they develop collaboration between local partners.

Funding for this grant has been provided by Sacramento County, and local partners have been invited to the grant based on the expertise, services, and resources they will provide to Afghan newcomers. Funds will be provided for services administered between August 2022-June 2023. Grant activities and costs will be covered effective August 1, 2022.

#### Project Description

1.1 **Project Description.** Project deliverables and project budget of Collaborator will be set out in the document attached as **Exhibit A** (each a "Project Description").

#### Project Lead

**Project Responsibilities.** Project Lead will convene subgrantee partners and coordinate communications on a regular basis. Upon receipt of financial reports, monthly invoices and corresponding documentation, Project Lead will disburse grant funds to the Collaborator in the manner and amount(s) approved.

#### Collaborator

**Project Responsibilities.** Collaborators will work within the network and build strong collaborative relationships through its track record of serving immigrant

## CAIR-SV/CC MOU: Sacramento County Afghan Support Grant

communities. Collaborators will provide supportive services to families during this critical initial period by providing services as outlined in the Project Description. Collaborator must provide services as outlined in Project Description with corresponding documentation to demonstrate implementation of activities.

**Collaboration Meetings.** Collaborators will attend regularly held collaboration meetings as well as conference calls as needed and will ensure the appropriate staff attend these meetings.

**Deliverables.** Collaborators will apply best practices, efficiencies, and innovations to meet, or hopefully exceed, the Project Description and full scope of services and deliverables.

**Facilitate Innovation.** Collaborator will share ideas for best practices, helpful resources, and other materials that would be helpful to partner organizations.

**Branding.** Collaborator will co-brand CAIR SV/CC-funded work and events with the CAIR SV/CC logo and will include the CAIR SV/CC logo as a partner on all materials (flyers, press releases, etc.) that involve activities that are reported for this project. When using the CAIR SV/CC brand or logo, Collaborator will use only approved branding.

**Evaluation and Research.** Collaborator will participate in the evaluation of the grant program and research projects, if applicable.

**Reports and Fund Disbursement.** Collaborator will provide financial reports to the Project Lead as per the requirements and schedule set forth below. If there is a delay in reporting, fund disbursement will be delayed as well.

Project Lead will distribute a total of **\$180,000.00** of grant funds to San Juan School District (Collaborator) on the payment schedule below, provided the financial reports are completed to the Project Lead's satisfaction. Project Lead will provide template for financial report.

Project Lead will provide quarterly progress reports on implementation of deliverables. Funds will be disbursed provided the quarterly progress reports are completed to the Project Lead's Satisfaction. Project Lead will provide template for progress report.

**CAIR-SV/CC MOU: Sacramento County Afghan Support Grant**

Progress Reporting Schedule	Collaborator Provides Progress Report
Quarter 1 Report: August 2022-October 2022	October 15, 2022
Quarter 2 Report: November 2022-January 2023	February 15, 2023
Quarter 3 Report: Feb 2023-April 2023	May 15, 2023
Final Report which includes Quarter 4: May 2023-June 2023	July 15, 2023

Financial Reporting Schedule	Collaborator Provides Financial Report	Fund Disbursement
Initial 10% grant payment	N/A	Within 15 days of receipt of payment by Sacramento County
August and September 2022	October 15, 2022	October 31, 2022
October 2022	November 15, 2022	November 30, 2022
November 2022	December 15, 2022	December 31, 2022
December 2022	January 15, 2023	January 31, 2023
January 2023	February 15, 2023	February 28, 2023
February 2023	March 15, 2023	March 31, 2023
March 2023	April 15, 2023	April 30, 2023
April 2023	May 15, 2023	May 31, 2023
May 2023	June 15, 2023	June 30, 2023
June 2023	July 15, 2023	July 31, 2023

**Communication**

**Project Staff.** Project Lead and Collaborator will each appoint an individual to act as the key contact and to coordinate the activities under each Project Description. Collaborator's appointee will reply to all of Project Lead's communications within a reasonable period of time.

**Reports and Records.** Collaborator will submit reports to Project Lead in the manner and on the schedule set out in each Project Description. Collaborator will keep records of its work under this

## CAIR-SV/CC MOU: Sacramento County Afghan Support Grant

MOU in a manner that will enable the Project Lead to review Collaborator's use of funds and compliance with this MOU and will make the records available for review by the Project Lead on reasonable notice. Project Lead will maintain records relating to activities as Project Lead and reasonably cooperate with Collaborator in providing information relating to project activities in connection with any financial or tax audit, or similar matter, in which Collaborator may be engaged.

**Adverse Development Reporting.** Collaborator will notify Project Lead promptly of (i) any changes in its status as a nonprofit organization in good standing under its jurisdiction of organization; (ii) any loss of its tax-exempt status; (iii) any changes in its senior management team or key personnel responsible for carrying out project activities; (iv) loss of other funding, the filing of any litigation, or any other development that has or could have a material adverse effect on its ability to carry out the responsibilities of this MOU.

**Problem Resolution.** If problems arise, the Project Lead and Collaborator will seek to resolve them through discussion, including, as appropriate, the interaction between senior leaders of each organization. In addition, the Project Lead may, in its sole discretion, withhold or decrease funds to Collaborator if Collaborator does not submit timely or accurate reports, make adequate progress towards its goals, or comply with any of the terms of this MOU.

### Information

**Data Collection.** Collaborator will cooperate with the Project Lead in data collection relating to and evaluation of project design, execution, and outcomes.

**Confidentiality.** Project Lead and Collaborator will use the other's Confidential Information (defined below) only in connection with its activities under the MOU and will keep it confidential, using at least the same degree of care as the receiving party uses to prevent the unauthorized use or disclosure of its own confidential information. "Confidential Information" means information regarding one party and furnished to the other party that is marked or otherwise identified as "confidential" when it is disclosed. It does not include information which: (i) is or becomes generally available to the public other than as a result of a disclosure by the receiving party; (ii) was known by the receiving party prior to its being furnished to the receiving party by or on behalf of the disclosing party; (iii) is or becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party; or (iv) is independently developed by the receiving party. All Confidential Information furnished under this MOU is and will remain the property of the disclosing party.

### Relationship

**Relationship to Project Lead.** The Project Lead and Collaborator are and will remain independent contracting parties; the arrangements contemplated by this MOU do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. This MOU is not intended to and does not create any direct relationship between Project Lead and any employee, contractor, or subcontractor of Collaborator, and neither Project Lead nor Collaborator have the power or authority to act on behalf of the other or in the others name directly or indirectly in any manner.

## CAIR-SV/CC MOU: Sacramento County Afghan Support Grant

**Responsibility for Own Actions.** Collaborator will have sole responsibility for the planning, management, and implementation of its own activities relating to Project Description, including, without limitation, managing its budget, hiring and managing employees, and paying expenses.

**Contracts with Other Parties.** Collaborator may be required to enter into contracts with third parties in order to carry out its responsibilities. These contracts will be the sole responsibility of Collaborator; Project Lead will not, nor will any other Collaborator, assume any liability for or guarantee the performance of Collaborator in conjunction with any of these contracts.

### Insurance and Indemnification

**Insurance.** Collaborator will maintain general liability and other insurance appropriate for its activities under any Project Description.

**Indemnification.** Collaborator will indemnify and hold Project Lead and its respective directors, officers, employees, agents, and assigns them harmless against all claims, liabilities, losses, damages, and expenses that may be suffered by such arising directly or indirectly from (i) any breach by Collaborator of this MOU, (ii) any other act or omission by Collaborator, (iii) any act or omission by any Collaborator or other organization to which Project Lead provides funds granted to Collaborator under this agreement or otherwise engages in a Local Collaboration, (iv) any claims by the Project Lead based on acts or omission by Collaborator or with whom Collaborator engages in a Local Collaboration; or (v) claims by suppliers, or creditors, or by other persons in a relationship with Collaborator. Collaborator will have no obligation to indemnify to the extent the liability is caused by gross negligence or willful misconduct.

### Termination

**Mutual Agreement.** This MOU may be terminated by a writing signed by both Project Lead and Collaborator which states their intent to terminate this MOU and the date upon which such termination will take effect.

**Termination for Material Breach.** If either party breaches any of its material obligations under this MOU, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within fifteen (15) days after receipt of such notice, the non-breaching party may terminate this MOU upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice to the breaching party. The non-breaching party will in its reasonable discretion determine whether the breach has been cured.

**Consequences of Termination.** If a project is terminated before the activities described in the Project Description(s) are complete, Collaborator will follow Project Lead's instructions with respect to use or return of any unused funds. The provisions of Sections 3.5, 4.2, 8.2, and 9.3 will remain effective after termination.

### Other Ground Rules for the Relationship

## **CAIR-SV/CC MOU: Sacramento County Afghan Support Grant**

**Entire Agreement; Modifications.** This MOU is legally binding on both Project Lead and Collaborator and, together with any Project Description(s), describes the Project Lead's and Collaborator's entire agreement regarding the subject matter described herein; represents the final, complete and exclusive statement of Project Lead and Collaborator regarding this subject; and supersedes all prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing and communications between Project Lead and Collaborator regarding this subject. Should there be any conflict between the terms of this MOU and any Project Descriptions, this MOU will control. Project Lead rejects any term or condition of any letter, e-mail, or other document which conflicts with or adds to this MOU or Project Description. This MOU may be modified only as stated in and by a writing signed by both Project Lead and Collaborator that states that it is an amendment to this MOU.

**Assignment.** Collaborator may not assign its rights or delegate its obligations under this MOU to another person.

**Severability and Waiver.** If any provision in this MOU is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver under this MOU must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this MOU will not be considered a waiver of any later breach or of the right to enforce any provision of this MOU.

**No Third Party Beneficiaries.** Except as provided in Sections 5.3, 6.2, 6.3, and 8.2, this MOU is for the exclusive benefit of Project Lead and Collaborator and not for the benefit of any third party including, without limitation, any employee, client, Collaborator, or vendor of Project Lead or Collaborator.

**Governing Law.** This MOU is governed by California Law.

**Counterparts.** This MOU may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts will constitute effective delivery.

**CAIR-SV/CC MOU: Sacramento County Afghan Support Grant**

<b>San Juan School District</b>	<b>COUNCIL ON AMERICAN-ISLAMIC RELATIONS, SACRAMENTO VALLEY/CENTRAL CALIFORNIA</b>
<b>BY:</b>	<b>BY:</b>
Dr. Debra Calvin, Assistant Superintendent	Basim Elkarra, Executive Director
<b>DATE:</b>	<b>DATE: October 27, 2022</b>
<b>ADDRESS:</b>	<b>ADDRESS:</b>  1616 Del Paso Blvd, Sacramento, CA 95814
<b>TEL:</b>	<b>TEL:</b> (916) 441-6269
<b>EMPLOYER TAX ID#:</b>	<b>EMPLOYER TAX ID#:</b> 77-0411194
<p><b>CAIR issues electronic payments via ACH directly to your bank account. Enter your Bank Name, 9-digit ACH Bank Routing Number, and Bank Account Number in the fields below. Please note that any inaccurate information entered may result in a delayed ACH payment. Please note that fees of \$0.10-\$0.20 may be imposed by your bank for each ACH transaction.</b></p>	
<b>Financial Institution Name:</b>	<b>Financial Institution Address:</b>
<b>9-Digit ACH Routing Number:</b>	<b>Bank Account Number:</b>
<b>Name on Account:</b>	<b>Memo to Include in Payment:</b>
<b>Accounting Department Contact Name:</b>	<b>Accounting Department Contact Email:</b>

Exhibit A

This document is a Project Description contemplated by the Memorandum of Understanding, dated **October 27, 2022** between Project Lead and, the "Collaborator".

Basic Project Description

<b>Collaborator:</b>	San Juan School District
<b>Project Start Date:</b>	August 1, 2022
<b>Project End Date:</b>	June 30, 2023
<b>Primary Contact – Project Lead:</b>	Basim Elkarra, Executive Director
<b>Primary Contact - Collaborator:</b>	Gwyn Dellinger, Director, Student Learning Assistance
<b>Maximum Disbursement:</b>	Project Lead has no obligation to disburse funds beyond \$180,000.00

**Deliverables:**

**San Juan School District Education Services**

- Utilize School Community Resource Assistant extra assignment hours to support Saturday Academies by engaging parents, students, and the community in the process of navigating the American School system and San Juan Unified.
- Expand Saturday Academy to Newcomers students in grades 9-12 at school site locations with the highest populations of students recently arriving from Afghanistan.
- Utilize Bilingual Instructional Aides to assist with primary language support in Saturday Academic classrooms.
- Provide Chromebooks for all Saturday Academy students to use during and outside of program for English language acquisition using Lexia English.
- Establish a contract with Willow Way tutoring to supplement intervention and tutoring, using primary language, via an on-line platform.

Sacramento County Afghan Community Support Grant

Organization Name: San Juan Unified  
 Total Budget Amount: 180,000

CATEGORY		BUDGET	DESCRIPTION OF EXPENSE	Total Actual Expenditures for the Grant Period	Budget to Actual Difference	% of Budget
<b>I. PERSONNEL EXPENSES</b>						
<b>A. Employee Salaries (limited to personnel directly working on the grant)</b>		<b>Total</b>	<b>Description</b>	<b>Total</b>	<b>Difference</b>	<b>%</b>
	Administrator in Charge	\$ 6,000.00	Saturday Academy - Administrator	\$ -	\$ 6,000.00	0.0%
	Teacher	\$ 4,800.00	Saturday Academy Direct Instruction	\$ -	\$ 4,800.00	0.0%
	Teacher	\$ 4,800.00	Saturday Academy Direct Instruction	\$ -	\$ 4,800.00	0.0%
	Teacher	\$ 4,800.00	Saturday Academy Direct Instruction	\$ -	\$ 4,800.00	0.0%
	Teacher	\$ 4,800.00	Saturday Academy Direct Instruction	\$ -	\$ 4,800.00	0.0%
	Teacher	\$ 4,800.00	Saturday Academy Direct Instruction	\$ -	\$ 4,800.00	0.0%
	Bilingual Instructional Aide - Farsi	\$ 2,400.00	Saturday Academy Direct Instruction	\$ -	\$ 4,800.00	0.0%
	Bilingual Instructional Aide - Dari	\$ 2,400.00	Saturday Academy Primary Language Support	\$ -	\$ 2,400.00	0.0%
	Bilingual Instructional Aide - Pashto	\$ 2,400.00	Saturday Academy Primary Language Support	\$ -	\$ 2,400.00	0.0%
	School Community Resource Assistant - Farsi	\$ 3,000.00	Saturday Academy Primary Language Support	\$ -	\$ 2,400.00	0.0%
	School Community Resource Assistant - Dari	\$ 3,000.00	Saturday Academy - Guidance, parent involvment	\$ -	\$ 3,000.00	0.0%
	School Community Resource Assistant Pashto	\$ 3,000.00	Saturday Academy - Guidance, parent involvment	\$ -	\$ 3,000.00	0.0%
	Employee or Position #13	\$ -	Saturday Academy - Guidance, parent involvment	\$ -	\$ 3,000.00	0.0%
	Employee or Position #14	\$ -		\$ -	\$ -	0.0%
	Employee or Position #15	\$ -		\$ -	\$ -	0.0%
	Employee or Position #16	\$ -		\$ -	\$ -	0.0%
	Employee or Position #17	\$ -		\$ -	\$ -	0.0%
	Employee or Position #18	\$ -		\$ -	\$ -	0.0%
	Employee or Position #19	\$ -		\$ -	\$ -	0.0%
	Employee or Position #20	\$ -		\$ -	\$ -	0.0%
	<b>Total Salary Expenses:</b>	<b>\$ 46,200.00</b>		<b>\$ -</b>	<b>\$ 46,200.00</b>	<b>0.0%</b>
<b>B. Payroll Taxes and Benefits</b>		<b>Total</b>	<b>Description</b>	<b>Total</b>	<b>Total</b>	<b>%</b>
	Payroll Taxes and Benefits	\$ 13,860.00	Maximum 30% of salary total		\$ 13,860.00	0.0%
<b>TOTAL PERSONNEL EXPENSES:</b>		<b>\$ 60,060.00</b>		<b>\$ -</b>	<b>\$ 60,060.00</b>	<b>0.0%</b>
<b>II. DIRECT PROJECT EXPENSES</b>						
<b>A. Printing and Communications</b>		<b>Total</b>	<b>Description</b>	<b>Total</b>	<b>Total</b>	<b>%</b>
	Printing / Copies	\$ 500.00	Copying outreach materials	\$ -	\$ -	0.0%
	Design and production of outreach materials	\$ 1,000.00	Recruitment	\$ -	\$ 500.00	0.0%
	Translation of materials	\$ 1,000.00	Recruitment in primary language	\$ -	\$ 1,000.00	0.0%
	Marketing Expenses	\$ -		\$ -	\$ -	0.0%
	<b>Total Printing and Communications Expenses:</b>	<b>\$ 2,500.00</b>		<b>\$ -</b>	<b>\$ 1,500.00</b>	<b>0.0%</b>
<b>B. Supplies</b>		<b>Total</b>	<b>Description</b>	<b>Total</b>	<b>Total</b>	<b>%</b>
	General Office Supplies	\$ 300.00	General office expenditures supporting program	\$ -	\$ 300.00	0.0%
	Postage / Mailing	\$ -		\$ -	\$ -	0.0%
	Other Supplies	\$ 3,000.00		\$ -	\$ 3,000.00	0.0%
	<b>Total Supplies Expenses:</b>	<b>\$ 3,300.00</b>		<b>\$ -</b>	<b>\$ 3,000.00</b>	<b>0.0%</b>
<b>C. Technology Expenses</b>		<b>Total</b>	<b>Description</b>	<b>Total</b>	<b>Total</b>	<b>%</b>
	Laptop and Tablet Devices	\$ 50,000.00	100 Chromebooks with Headsets/mic for use with Lexia English	\$ -	\$ 50,000.00	0.0%
	Other Technology Costs	\$ -		\$ -	\$ -	0.0%
	<b>Total Technology Expenses:</b>	<b>\$ 50,000.00</b>		<b>\$ -</b>	<b>\$ -</b>	<b>0.0%</b>
<b>D. Other Direct Expenses</b>		<b>Total</b>	<b>Description</b>	<b>Total</b>	<b>Total</b>	<b>%</b>
	Travel and Mileage Reimbursement	\$ -		\$ -	\$ -	0.0%
	Student / Volunteer Stipend	\$ 1,200.00	Student Interns	\$ -	\$ 1,200.00	0.0%
	Interpretation Services	\$ -		\$ -	\$ -	0.0%
	<b>Total Other Direct Expenses:</b>	<b>\$ 1,200.00</b>		<b>\$ -</b>	<b>\$ 1,200.00</b>	<b>0.0%</b>
<b>E. Other Direct Expenses</b>		<b>Total</b>	<b>Description</b>	<b>Total</b>	<b>Total</b>	<b>%</b>
		\$ -		\$ -	\$ -	0.0%
	Contracts, transportation, registration fees	\$ 10,000.00	Student incentives/enrichment/field trips	\$ -	\$ 10,000.00	0.0%
		\$ -		\$ -	\$ -	0.0%
		\$ -		\$ -	\$ -	0.0%
		\$ -		\$ -	\$ -	0.0%
	<b>Total Other Direct Expenses:</b>	<b>\$ 10,000.00</b>		<b>\$ -</b>	<b>\$ 10,000.00</b>	<b>0.0%</b>
<b>IV. INDIRECT COSTS</b>						
<b>A. Indirect Costs</b>		<b>Total</b>	<b>Description</b>	<b>Total</b>	<b>Total</b>	<b>%</b>
	Total Indirect Costs	\$ 6,740.00	Maximum 10% of funding total	\$ -	\$ 6,740.00	0.0%
<b>TOTAL</b>		<b>\$ 180,000.00</b>		<b>\$ -</b>	<b>\$ 180,000.00</b>	<b>0.0%</b>
<b>TOTAL BUDGETED EXPENSES:</b>		<b>\$ 180,000.00</b>		<b>\$ -</b>	<b>\$ 180,000.00</b>	<b>0.0%</b>