

**SUB-GRANT
AGREEMENT
BETWEEN
LUTHERAN SOCIAL SERVICES OF THE
SOUTHWEST
AND
AMPHITHEATER PUBLIC SCHOOLS**

This **SUB-GRANT AGREEMENT** (this "Sub-grant Agreement") is made and entered by and between Lutheran Social Services of the Southwest ("LSS-SW"), a non-profit organization headquartered at 10201 S. 51st Street, Suite 180, Phoenix, Arizona with offices located at 55 N. 6th Avenue, Suite 101 Tucson, Arizona 85701 and Amphitheater Public Schools (the "Sub-grantee"), a non-profit organization located at 701 W. Wetmore Road, Tucson, Arizona 85705. This Sub-grant Agreement includes the attachments referenced in the signature page (individually, an "Attachment" and collectively, the "Attachments"), each of which, together with all documents referenced therein, constitute an integral part of the Sub-grant Agreement.

1. PERIOD OF AGREEMENT

The project has an effective date beginning **October 1, 2017** and shall terminate on the **30th day of September, 2018**, unless terminated earlier under other provisions of this Contract ("Effective Period").

The Sub-grantee will implement the project in accordance with the proposal as described in the project proposal and approved budget, attached hereto as Attachment I. This document constitutes an integral part of this Sub-grant Agreement.

2. PAYMENT

The amount of this Sub-grant Agreement is USD \$34,301.50 (thirty-four thousand, three-hundred one US dollars and fifty cents).

This Sub-grant Agreement is made with the Sub-grantee on the condition that the funds will be administered in accordance with the terms and conditions of this Sub-grant Agreement and the applicable U.S. government regulations.

The funds for this Sub-grant Agreement are to be provided by the Arizona Department of Economic Security (the "Donor") pursuant to Contract Number ADES14-050747, CFDA# 93.566 ("Cooperative Agreement"). Therefore, payments to the Sub-grantee are subject to the same terms and conditions applicable to payments made to LSS-SW by the Donor, except as may otherwise be expressly stated in this Sub-grant Agreement. The cost principles of OMB Circular A-122 will govern all costs incurred under this Sub-grant Agreement. In particular, if any costs incurred by Sub-grantee are denied reimbursement by the Donor, Sub-grantee shall have no right to obtain payment or reimbursement from LSS-SW.

Payment shall be made to the Sub-grantee by check after LSS-SW approval of the monthly invoice.

3. TERM AND CONDITIONS OF AWARD

3.1. Purpose and Use of Sub-grant Funds. The purpose of the Sub-grant Agreement is for LSS-SW to provide financial support to the Sub-grantee to carry out activities described in Attachment 1 (the "Project"). Any changes to the approved Project must be agreed to in writing signed by LSS-SW. Sub-grantee may expend funds under this Sub-grant Agreement only for the Project activities.

3.2. The Sub-grantee shall not give any gifts or pay for any services, in cash or products, to any of LSS-SW's staff. This includes payments for the processing, approving or monitoring of the Project. By signing this Sub-grant Agreement, Sub-grantee acknowledges that no such payments or gifts have been given or will be given in the future.

3.3. Sub-grantee shall comply with E-Verify and Federal Immigration and Nationality Act regulations.

3.4 Sub-grantee shall conduct Central Registry background checks for all employees, volunteers, and interns.

The Central Registry Background Check is to be used as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults. Prior to the commencement of services, the Sub-grantee shall submit Request for Search of Central Registry for Background Check forms (Attachment 11) for each employee, subcontractor employee, and prospective employee or volunteer of the Sub-grantee that will provide direct services to children or vulnerable adults. Forms are to be submitted to the ADES location specified on the form. DO NOT SUBMIT THESE DOCUMENTS TO LUTHERAN SOCIAL SERVICES OF THE SOUTHWEST. Failure to submit these forms will have a negative impact on the evaluation of the Sub-grantee and will result in a delay in initiating a contract. The list of disqualifying acts is included on the Request for Search of Central Registry for Background Check.

Sub-grantee shall ensure that it is compliant with legal requirements relating to fingerprinting, fingerprint clearance cards, certification regarding pending or past criminal matters, Central Registry background checks and criminal records checks that relate to contract performance.

3.5 In addition to submittal of the Request for Search of Central Registry for Background Check, the sub-grantee and any prospective subcontractors shall obtain from each employee, prospective employee and volunteer that is proposed to provide direct services to children or vulnerable adults, the Certification for Direct Service Position (Exhibit A). The Applicant and the prospective subcontractor shall maintain this form. DO NOT SUBMIT THIS DOCUMENT TO LUTHERAN SOCIAL SERVICES OF THE SOUTHWEST.

4. SCOPE OF WORK

The purpose of this sub-grant agreement is to assist local school systems impacted by significant numbers of newly arrived refugee children. The services are funded by and allowable under the Office of Refugee Resettlement (ORR), while adhering to state and federal laws and regulations and fulfilling the state and federal goals and objectives of the Refugee Resettlement Program.

The primary focus of this grant is to help refugee school aged children who are facing major initial adjustments and face persistent and continuing challenges in school. Eligible students include those who hold refugee or other qualifying status as deemed through the Office of Refugee Resettlement, including refugee, asylee, Cuban/Haitian entrant, certified victim of trafficking, special immigrant Visa holders from Iraq and Afghanistan, and Amerasians. In addition, eligible students are 5-18 years of age and have been in the U.S. for three years or fewer.

The Refugee School Impact provides funding for activities that lead to the effective integration and education of refugee children. Eligible activities may include:

1. After-school tutorials
2. After-school and/or summer clubs and activities
3. Bilingual/bicultural counselors(ie – school liaison)
4. Interpreter services

5. ACCOUNTING, RECORDS AND REPORTS

5.1. Sub-grantee shall maintain records and accounts consistent with generally accepted accounting principles and provide for such fiscal control as is necessary to assure proper disbursement of, and accounting for, all Sub-grant funds.

5.2. Sub-grantee shall obtain and retain receipts on file for all Sub-grant disbursements. All accounts and supporting documentation relating to Sub-grant expenditures shall be adequate to permit an accurate and expeditious audit. LSS-SW, or its designated representative, may conduct a financial review during regular business hours upon seven (7) days' written notice to the Sub-grantee. Sub-grantee shall keep all relevant books, documents, papers, and records relating to this Sub-grant for a period of three (3) years following the end or termination of the Sub-grant term. Sub-grantee will permit LSS-SW access to these documents to ensure that Sub-grant funds were properly expended.

5.3. Sub-grantee shall submit financial invoices on a monthly basis. The financial invoices shall report expenditures as compared to the budget in the project summary. Sub-grantee will submit the invoices on a monthly basis by the **fifth** working day of each month for expenses incurred in the previous month.

5.4 Sub-grantee shall submit on a monthly basis the reporting tool entitled "Refugee School Impact Monthly Report – School District Numbers" and any other additional required data reporting tools developed by the Arizona Department of

Economic Security in support of this Program. The monthly data reports shall be submitted by the fifth working day each month for the duration of this Agreement.

5.5 Sub-grantee will submit to LSS-SW final program and financial reports by **October 15, 2018** outlining the progress and successes of the Sub-grant, such as type and number of activities, beneficiaries reached and explanations of deviations, the benefits to the community, and an accounting of funds expended. Any unexpended funds will be returned to LSS-SW immediately following the submission of the final report.

If expenditures incurred under this agreement are made in currencies other than United States dollars, the exchange rate to the United States dollar used for establishing the monthly claim should be based on the actual exchange rate obtained at the time of exchange. The Recipient must consistently use the same method throughout the validity period of this cooperative agreement for reporting expenditures.

6. DUE DILIGENCE

RESERVED

7. TERMINATION

7.1. If Sub-grantee fails to comply with the terms and conditions of this award, including but not limited to mismanagement and misuse of Sub-grant funds for purposes not included in the terms of this Sub-grant Agreement, LSS-SW may terminate this Sub-grant Agreement immediately, in writing. Within three (3) days after receiving notice from LSS-SW of such termination, Sub-grantee shall return any unexpended funds in its possession or control.

7.2. RESERVED

8. AMENDMENT

Sub-grantee shall notify LSS-SW in writing of any changes proposed in the Program, the purposes, the goals, the population served, the timing, the activities and the budget described in this Sub-grant Agreement and proposal. LSS-SW may accept or reject such changes at its sole discretion.

9. NOTICE OF CHANGES

Sub-grantee shall promptly notify LSS-SW in writing within seven (seven) days after the occurrence of any of the following:

- Change in its address or phone number;
- Change in name of the Sub-grantee; or
- Any other development that significantly affects the operation of the Project or Sub-grantee.

10. USE OF NAME

Sub-grantee authorizes LSS-SW to use the name of Sub-grantee as part of press releases, brochures, newsletters, web sites and other publications prepared by them for the purpose of public education or to demonstrate the scope of Sub-grant making by them. The use of the name of Sub-grantee in publications is for example only, and shall not be deemed to be a promise of future awards to Sub-grantee.

LSS-SW authorizes Sub-grantee to use LSS-SW's name in connection with the implementation of the Project.

11. COMMUNICATIONS

All communication and correspondence to LSS-SW related to the Sub-grant Agreement shall be directed to:

Name: Kyle Mickel, Contracts and Impact Manager
Address: Lutheran Social Services of the Southwest
10201 S. 51st Street, Suite 180
Phoenix, AZ 85044

Phone: (480) 396-3795 x113
Email: kmickel@lss-sw.org

All communication and correspondence to LSS-SW related to daily programmatic operations shall be directed to:

Name: Julie Kasper, Director and School Coordinator for K12 Refugee Education
Address: Lutheran Social Services of the Southwest
55 N. 6th Ave., Suite #101
Tucson, AZ 85701
Phone: (520) 623-2106
Email: JKasper@lss-sw.org

All communication and correspondence to Sub-grantee related to the Sub-grant Agreement or the Project shall be directed to:

Name: Darlene Mansouri, Director State and Federal Programs
Amphitheater Public Schools
701 W. Wetmore Road
Address: Tucson, AZ 85705
Phone: (520) 696-4087
Email: dmansouri@amphi.com

12. PROGRAM INCOME

Any program income earned by the Sub-grantee during the Sub-grant Agreement period shall be (1) disclosed to LSS-SW in the financial reports required by Section 4 above; and (2) used in one or more ways in accordance with Federal awarding agency regulations and subject to the terms and conditions of 45 CFR 73.25, Program Income.

13. PROCUREMENT

13.1. No goods or services that cost more than \$5,000 may be purchased without the prior written approval of LSS-SW.

13.2. No funds received pursuant to this Sub-grant may be used to pay, in whole or in part, for any of the following:

- military, law enforcement or surveillance equipment
- abortion equipment or services
- luxury goods
- weather modification equipment

13.3. No funds received pursuant to this Sub-grant may be used to pay, in whole or in part, for any of the following without prior written approval and procurement assistance by LSS-SW:

- international air travel
- international training activities
- pharmaceutical products
- pesticides, seeds or fertilizers
- vehicles or used equipment

14. INSURANCE AND INDEMNIFICATION

14.1 The Sub-grantee shall maintain all appropriate insurance coverage during the Effective Period. The Sub-grantee certifies that all appropriate levels of insurance are and will be maintained during the life of this agreement in accordance with any Donor requirement or, if there is not such Donor requirement, the Sub-grantee certifies that it will

maintain general liability insurance coverage with a limit of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The Sub-grantee shall maintain a certificate of insurance coverage which reflects the current contract number ADES14-050747.

14.3 The Sub-grantee shall indemnify and hold harmless LSS-SW from and against any and all claims arising in connection with this Sub-grant and the services provided hereunder and from and against all costs, attorneys' fees, expenses and liabilities incurred in or from any such claim. Sub-grantee, upon written notice from LSS-SW, shall defend the same at Sub-grantee's expense by counsel reasonably satisfactory to LSS-SW.

15. ANTI-TERRORISM CERTIFICATION.

The Sub-grantee is reminded that U.S. Executive Orders and U.S. law prohibit transactions with and the provisions of resources and support to individuals and organizations associated with terrorism. It is the responsibility of the Sub-grantee to ensure compliance with these Executive Orders and U.S. Laws. This provision must be included in all sub-contracts or sub-awards issued under this Sub-grant Agreement.

16. CODE OF CONDUCT FOR THE PROTECTION OF BENEFICIARIES OF ASSISTANCE FROM SEXUAL EXPLOITATION AND ABUSE IN HUMANITARIAN RELIEF OPERATIONS.

As a condition for award of this Sub-Agreement, it is understood by LSS-SW and affirmed by the Sub-grantee that the Sub-grantee has adopted a code of conduct for the protection of beneficiaries of Assistance from sexual exploitation and abuse in humanitarian relief operations. Such code of conduct must be consistent with the UN Interagency Standing Committee on Protection from Sexual Exploitation and Abuse in Humanitarian Crises, which includes the following core principles:

- (1) Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment;
- (2) Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally; mistaken belief in the age of a child is not a defense;
- (3) Exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading, or exploitative behavior is prohibited; this includes exchange of assistance that is due to beneficiaries.
- (4) Sexual relationships between humanitarian workers and beneficiaries are strongly discouraged since they are based on inherently unequal power dynamics. Such relationships undermine the credibility and integrity of humanitarian aid work.
- (5) Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same humanitarian aid agency or not, s/he must report such concerns via established agency reporting mechanisms.
- (6) Humanitarian workers are obliged to create and maintain an environment which prevents sexual exploitation and abuse and promotes the implementation of their code of conduct. Managers at all levels have particular responsibilities to support and develop systems which maintain this environment.

17. TRAFFICKING IN PERSONS

(A) The Sub-grantee, its sub-awardee or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, must not engage in:

- (1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;
- (2) Procurement of a commercial sex act during the period of this award;
- (3) Use of forced labor in the performance of this award;
- (4) Acts that directly support or advance trafficking in persons, including the following acts:
 - i. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - a) exempted from the requirement to provide or pay for such return transportation by HHS under this award; or
 - b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

- iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
- iv. Charging employees recruitment fees; or
- v. Providing or arranging housing that fails to meet the host country housing and safety standards.

(B) If the Sub-grantee receives any credible information from any source that alleges that the Sub-grantee, contractor, sub-awardee, or agent has engaged in any of the prohibited activities identified in this provision, the recipient must immediately notify LSS-SW and must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.

(C) For purposes of this provision, "employee" means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any sub-recipient.

18. WHISTLEBLOWER PROTECTIONS

The Sub-Grantee must:

1. Inform its employees working under this sub-award in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and
2. Include such requirement in any sub-award or subcontract made under this award.

41 U.S.C. § 4712 states that an employee of a Sub-Grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

"Whistleblowing" is defined as making a disclosure "that the employee reasonably believes" evidence of any of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee;
- A cognizant U.S. Inspector General;
- The U.S. Government Accountability Office;
- A Federal employee responsible for contract or grant oversight or management at the relevant agency;
- A U.S. court or grand jury; or,
- A management official or other employee of the Grantee who has the responsibility to investigate, discover, or address misconduct.

19. STANDARDS OF CONDUCT

In compliance with the Donor's policy that all funded activities be implemented in a manner that fully meets the standard of conduct established by the Inter-agency Standing Committee (IASC) Task Force on Protection from Sexual Exploitation and Abuse in Humanitarian Crises, ensure that the activities conducted with funds provided under this Sub-grant Agreement are implemented in accordance with the Sub-grantee's established code of conduct. Should the Sub-grantee change its code of conduct during the validity period of this Sub-grant Agreement, inform LSS-SW in writing within thirty (30) days of the changes for consideration of whether the revised code continues to meet LSS-SW's and the Donor's standard core principles.

By signing below, the parties agree to comply with all the provisions of this Sub-grant Agreement and certify that the individuals signing below have the legal authority to enter into binding agreements on behalf of their respective organizations.

LUTHERAN SOCIAL SERVICES OF THE SOUTHWEST

By: _____

Name: Dominique Dancause

Title: Chief Financial Officer

Date: _____

AMPHITHEATER PUBLIC SCHOOLS

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENTS:

1. Attachment 1: Proposal and Budget
2. Attachment 2: Refugee School Impact Monthly Report-School District Numbers
3. Attachment 11: Request for Search of Central Registry for Background Check-Cover Sheet
4. Exhibit A: ADES Direct Service Position Form