

**MCKINNEY-VENTO
EDUCATION OF HOMELESS CHILDREN AND YOUTH
Grant Program**

Program Year 2019-2020

Authorized by the McKinney-Vento Homeless Assistance Act, Subtitle VII-B 42 U.S.C.11431,
as amended and reauthorized by Title IX, Part A of the Every Student Succeeds Act, effective October 1, 2016.

REQUEST FOR PROPOSALS

**Issued by:
The Rhode Island Department of Education
Office of Student, Community and Academic Supports**

**Eileen Botelho
State Coordinator for Homeless Education
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Applications Due: Friday, August 30, 2019 no later than 4 pm to:

Rhode Island Department of Elementary & Secondary Education
255 Westminster Street, 4th Floor Reception Area
Providence, RI 02903

(Time stamp receipts will be provided upon request for LEAs that choose to drop off their applications.)

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**McKinney-Vento Education of Homeless Children and Youth
2019-2020 Grant Program**

REQUEST FOR PROPOSALS

The Rhode Island Department of Education (RIDE) has received funds to be distributed as grants to local education agencies (LEAs) for the establishment of educational programs, which promote the identification, enrollment, attendance, and success of homeless children and youth in school. These funds are to be used to develop and enhance projects that provide tutoring and other educationally related support activities and/or services to children and youth experiencing homelessness and their families. Grants will be awarded to school systems that have developed programs documenting effective collaboration among school districts and service providers to ensure that homeless children in that district receive needed services.

1. Eligibility	<p>Any local educational agency (LEA) located within Rhode Island serving children and youth experiencing homelessness is eligible to apply for funds under this program.</p>
2. Duration of the Grant	<p>The grant period is for one year, October 1, 2019 through September 30, 2020. RIDE anticipates continued funding of successful homeless education programs for a three-year period. LEA proposals should address the one-year period from October 1, 2019 through September 30, 2020.</p> <p>In Year 2 and Year 3, should subsequent funding be available, RIDE will require grantees to submit a summary of the prior year’s activities including a performance report that demonstrates progress toward stated goals, together with an annual budget for the ongoing program year and applicable revisions to the original application submitted.</p> <p>The effective start date for funded programs is October 1, 2019.</p>
3. Funding	<p>This program is 100% federally funded. Grants will be awarded on a competitive basis. RIDE anticipates funding six (6) to eight (8) proposals of \$50,000.</p> <p>The final amount of individual grants awarded will be contingent upon the level of funding requested by successful applications, and RIDE reserves the right to negotiate budget amounts accordingly. Funding is dependent upon the Rhode Island Department of Education receiving its allocation from the United States Department of Education.</p> <p>Grantees will be required to demonstrate success during year one (1) in order to be funded for subsequent years. Successful grantees will then be required to submit a separate budget for the grant periods October 1, 2020 through September 30, 2021 and October 1, 2021 through September 30, 2022.</p>

General Information

The Education for Homeless Children and Youth (EHCY) program is authorized under Title VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et seq.) (McKinney-Vento Act). The McKinney-Vento Act was originally authorized in 1987 and most recently re-authorized in December 2015 by the Every Student Succeeds Act (ESSA).

ESSA amendments to EHCY program went into effect on October 1, 2016.

The intent of this legislation was to ensure that all children and youth impacted by the loss of fixed, regular and adequate housing receive a quality education. State and local educational agencies are required to develop, review, and revise policies to remove barriers to the identification, enrollment, attendance, and academic success of children and youth experiencing homelessness; and provide such children and youth with the opportunity to meet the same challenging State content and State student performance standards to which all students are held.

Rationale

In order to overcome obstacles to identification, enrollment and attendance in school, and in order to address some of the needs of homeless children and youth, the Rhode Island Department of Education (RIDE) is in the process of developing a State Plan that meets all of the requirements of the McKinney-Vento Act. RIDE also receives federal funds to support local programs that meet the needs of homeless pre-school and school age children and youth per the requirements of Section 722(g) (3-7) of the McKinney-Vento Act.

Grant funds are to provide educational support activities and/or services for homeless children and youth, to secure their enrollment, attendance and success in school, regardless of the permanency of their residence in a district. An LEA, to the extent feasible, shall comply with the request made by a parent or guardian to keep students who are in homeless situations in their school of origin.

The school of origin is defined as:

- ° the school attended when permanently housed, or
- ° the school in which they were last enrolled.

The definition of school of origin now includes the designated receiving school at the next grade level for all feeder schools, when a student completes the final grade level served by the school of origin.

The determination of whether it is in a student's best interest to follow the feeder school pattern is subject to the same process as other best interest determinations. Students can stay in their school of origin the entire time they are homeless, and until the end of any academic year in which they move into permanent housing. When a student obtains permanent housing, transportation to the school of origin must be provided until the end of the academic year, if it is in the student's best interest to remain in that school. Students may also choose to enroll in any public school that students living in the same attendance area are eligible to attend.

Information about a homeless student's living situation, including the student's address, must be treated as a student education record, subject to all the protections of the Family Educational Rights and Privacy

Act (FERPA). 42 USC §11432(g)(3)(G). Information about a McKinney-Vento student's living situation is a student education record subject to FERPA 11432(g)(3)(G).

This Request for Proposal (RFP) has been issued for the purpose of soliciting proposals from local educational agencies in Rhode Island for the development and/or continuation of programs that meet the needs of homeless children and youth and the current requirements of the McKinney-Vento Homeless Assistance Act (as amended and reauthorized by Title IX, Part A of the Every Student Succeeds Act, effective October 1, 2016). Grants will be awarded to local educational agencies that meet the requirements under the attached Section 723(a) (1) through 723(d) (1-16) and specifications outlined in this RFP.

Purpose of the Program

The McKinney-Vento Education of Homeless Children and Youths Grant Program is designed to promote the identification, enrollment, attendance, and success of homeless children and youth in schools and other educational services for which they are eligible, including Head Start, Even Start, and pre-school programs administered by the LEA. In order to accomplish this mission, it is necessary to offer educational and related services to homeless children and youth to supplement the traditional classroom experience. Services provided with McKinney-Vento Act funds must not replace the regular academic program and must be designed to expand upon or improve services provided as part of the school's regular academic program.

An LEA that desires to receive a grant shall submit an application that includes:

- 1) Statement of Need;
- 2) Goals and Objectives;
- 3) Project Organization, Services & Activities;
- 4) Budget;
- 5) Program Evaluation;
- 6) an assurance that the applicant complies with, or will use requested funds to come into compliance with paragraphs (3) through (7) of section 722(g) of the Act;
- 7) a description of policies and procedures that the agency will implement to ensure that activities carried out by the agency will not isolate or stigmatize homeless children and youth;
- 8) a description of how the services and programs will strengthen Rhode Island's response to the identified obstacles to identification, enrollment, attendance, success in school for homeless children and youth, and help meet their unique educational needs, and
- 9) a description of the indicators and methods to be used in evaluating the effectiveness of the programs and services.

Definition of Homelessness

RIDE has adopted Section 725(2) of the McKinney-Vento Homeless Assistance Act regarding the definition of homeless children and youth:

Individuals who lack a fixed, regular, and adequate nighttime residence or have a primary nighttime residence in a supervised, publicly or privately, operated shelter for temporary accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill), an institution providing temporary residence for individuals intended to be institutionalized, or a public or private place not designated for, or ordinarily used as, a regular sleeping accommodation for human beings.

This definition includes:

- children and youth who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals;
- children and youth who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
- children and youth who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings;
- migratory children (as such term is defined in section 1309 of the Elementary and Secondary Education Act of 1965) who qualify as homeless because they are living in circumstances described above; and
- unaccompanied youth, who are youth experiencing homelessness while not in the physical custody of a parent or guardian.

Authorized Activities

According to the McKinney-Vento Homeless Assistance Act, section 723(d), an LEA may use funds awarded under this section for activities to carry out the purpose of this subtitle, including:

1. The provision of *tutoring, supplemental instruction, and enriched educational services* that are linked to the achievement of the same challenging State academic standards as the State establishes for other children and youths.
2. The provision of *expedited evaluations of the strengths and needs of homeless children and youths*, including needs and eligibility for programs and services (such as educational programs for gifted

and talented students, children with disabilities, and English learners, services provided under Title I of the Elementary and Secondary Education Act of 1965 or similar State or local programs, programs in career and technical education, and school nutrition programs).

3. *Professional development and other activities for educators and specialized instructional support personnel* that are designed to heighten the understanding and sensitivity of such personnel to the needs of homeless children and youths, the rights of such children and youths under this subtitle, and the specific educational needs of runaway and homeless youths.
4. The *provision of referral services to homeless children and youths* for medical, dental, mental, and other health services.
5. The *provision of assistance to defray the excess cost of transportation* for students under section 722(g)(4)(A), not otherwise provided through Federal, State, or local funding, where necessary to enable students to attend the school selected under section 722(g)(3).
6. The *provision of developmentally appropriate early childhood education programs*, not otherwise provided through Federal, State, or local funding, for preschool-aged homeless children.
7. The *provision of services and assistance to attract, engage, and retain homeless children and youths*, particularly homeless children and youths who are not enrolled in school, in public school programs and services provided to non-homeless children and youths.
8. The *provision for homeless children and youths of before- and after-school, mentoring, and summer programs* in which a teacher or other qualified individual provides tutoring, homework assistance, and supervision of educational activities.
9. *If necessary, the payment of fees and other costs associated with tracking, obtaining, and transferring records necessary to enroll homeless children and youths in school* including birth certificates, immunization or other required health records, academic records, guardianship records, and evaluations for special programs or services.
10. The *provision of education and training to the parents and guardians of homeless children and youths* about the rights of, and resources available to, such children and youths, and other activities designed to increase the meaningful involvement of parents and guardians of homeless children and youths in the education of such children and youths.
11. The *development of coordination between schools and agencies* providing services to homeless children and youths, as described in section 722(g)(5).
12. The *provision of specialized instructional support services* (including violence prevention counseling) and referrals for such services.
13. *Activities to address the particular needs of homeless children and youths* that may arise from domestic violence and parental mental health or substance abuse problems.
14. The *adaptation of space and purchase of supplies for any non-school facilities* made available under subsection (a)(2) to provide services under this subsection.

15. The *provision of school supplies, including those supplies to be distributed at shelters or temporary housing facilities, or other appropriate locations.*
16. The *provision of other extraordinary or emergency assistance needed to enable homeless children and youths to attend school and participate fully in school activities.*

Reports and Evaluation

Each grantee will be required to provide a program summary report thirty (30) days prior to close of project. This report will summarize program implementation and impact, consistent with the goals and outcomes outlined in the grant application. A format for annual report submission that collects information consistent across all project sites will be provided by RIDE to successful grantees.

Grantees are required to submit proposed program evaluation method(s) and demonstrate success in attaining objectives each year in order to be funded for any subsequent year of this grant. Successful applicants will demonstrate the capacity and commitment to participate in all state-directed data collection activities, including designation of a person responsible for project oversight and evaluation.

Feedback from shelter providers, teachers, parents, students and others involved in this project can be a powerful tool for helping to determine the program's effectiveness in meeting its goals and for suggesting improvements that might be made. Information gathered from program participants and partner may be used to measure success and plan improvements. Grantees should include feedback information as a part of the overall project evaluation.

Review of Proposals and Grant Awards

The department will award grant funds on a competitive basis. Complete proposals will be reviewed and rated by a committee of professionals. Proposals will be rated according to the Evaluation Criteria contained in *Appendix B*. Applicants are advised to review the Evaluation Criteria for specific priority areas when writing their proposals. Note that each section will be scored separately and all pertinent information must be fully addressed in the appropriate section.

RIDE reserves the right to make grant awards under this program, therefore, proposals should be submitted in the most favorable terms from both a technical and cost standpoint. All awards are dependent upon the Rhode Island Department of Education receiving its allocation from the United States Department of Education.

Applicants will be notified in writing as to the final disposition of their proposal. **ALL AWARDS ARE SUBJECT TO THE AVAILABILITY OF FEDERAL FUNDS. GRANTS ARE NOT FINAL UNTIL THE AWARD LETTER IS EXECUTED. APPLICANTS AWARDED FUNDS UNDER THIS GRANT PROGRAM ARE CAUTIONED NOT TO COMMIT SUCH FUNDS UNTIL AN OFFICIAL GRANT AWARD LETTER IS RECEIVED.**

Fiscal Guidelines

The Budget Packet in *Appendix E* must be completed and submitted with the application. Allowable expenditures may include instructional salaries, curriculum materials and supplies, contracted services, facility rental, to support the McKinney-Vento liaison, to provide transportation to the school of origin, for referrals, counseling, for services not ordinarily provided to other students, and for other educational and supplementary services, as described in the Act under "Authorized Activities".

In preparing the budget, the following items should be considered by applicants:

- The grant is to be used for the implementation of projects for the period commencing October 1, 2019 and ending September 30, 2020.
- Costs must be reasonable in relationship to the expected outcomes and provide sufficient information to support the requested amount of funds.

Statements of Assurances

The application includes two Statements of Assurances, see *Appendix A*, which must be signed by the Superintendent or Director of Schools for the applicant LEA and submitted with the application. Applicants are advised to read the assurances carefully before signing and committing to them.

Submission

Applicants must submit their applications on the forms provided within the space limitations specified in the RFP. **The original and five (5) copies of the application** must be received by:

4:00 p.m. on Friday August 30, 2019.

EXTENSIONS SHALL NOT BE GIVEN. Facsimile ("Faxed") copies of proposals will not be accepted. Only proposals with an original signature will be accepted as timely filed.

Failure to submit the required number of copies of the application may remove it from consideration.

Applications must be mailed or hand delivered to:

Donna Dantino
Office of Student, Community and Academic Supports
Rhode Island Department of Education
255 Westminister Street
Providence, RI 02903

Application Checklist

A complete application packet includes **one (1) original application and five (5) copies** of the application, which each include:

- ❑ Cover Letter
- ❑ Signed Statements of Assurances (*Appendices A and B*)
- ❑ Application cover page and narrative pages (*Appendix C*)

The narrative application includes:

- A. Project Information
- B. Statement of Demonstrated Need
- C. Goals and Objectives
- D. Project Organization, Services and Activities
- E. Program Evaluation

Note: This section of the application has a ten (10) page maximum, including the cover page. Narrative text must be double-spaced, using 12-point Times New Roman font, and one (1) inch margins. Each section will be scored separately and all pertinent information must be fully addressed in the appropriate section of the application.

- ❑ Homeless Education Liaison form (*Appendix D*)
- ❑ Budget Packet (*Appendix E*)

Note: *Appendix F* contains a copy of the grant evaluation criteria to assist programs in completing their application. This sheet does not need to be included with the completed applications.

APPENDIX A

General Assurances

In signing this application, the Superintendent of Schools assures that:

1. The local education agency (LEA) is in compliance with sections 722(g) (3-7) of Subtitle VII-B of the McKinney-Vento Homeless Assistance Act.
2. The requested funds will be used to supplement and not supplant funds used before the award of the grant for purposes of providing services to homeless children and youth. Services provided shall not replace the regular academic program and shall be designed to expand upon or improve services provided as part of the school's regular academic program.
3. The LEA's combined fiscal effort per student or the aggregate expenditures of that agency and the State with respect to the provision of free public education by such agency for the fiscal year preceding the fiscal year for which the determination is made was not less than 90 percent of such combined fiscal effort or aggregate expenditures for the second fiscal year preceding the fiscal year for which the determination is made.
4. The LEA will keep such records and provide such information as may be required for fiscal audit and program evaluation, consistent with the responsibilities of the state agency under the McKinney-Vento Act.
5. The LEA will collect and promptly provide data requested by the State Coordinator pursuant to paragraphs (1) and (3) of section 722(f).
6. The LEA will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal funds paid to that agency under this chapter. Such fiscal management and control procedures will adhere to the rules established in 34 CFR (EDGAR, Parts 76, 77 and Part 74, Administration of Grants), which the state agency has adopted to meet the accountability provisions of federal funds, and will comply with the provisions of GEPA (General Education Provisions Act).
7. The LEA is in compliance with all applicable state and federal laws, regulations and policies and the State Regulations for the Education of Homeless Children and Youth.
8. The LEA is in compliance with State and Federal civil rights statutes and regulations.
9. The LEA of each homeless child and each homeless youth shall, according to the child's or youth's best interest-
 - (i) continue the child's or youth's education in the school of origin for the duration of homelessness
 - (I) in any case in which the family becomes homeless between academic years or during an academic year; or
 - (II) for the remainder of the academic year, if the child or youth becomes permanently housed during an academic year; or

- (ii) enroll the child or youth in any public school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend.
10. In determining the best interest of the child or youth, the LEA shall
- (i) to the extent feasible, keep a homeless child or youth in the school of origin, except when doing so is contrary to the wishes of the child's or youth's parent or guardian;
 - (ii) provide a written explanation, including a statement regarding the right to appeal, to the homeless child's or youth's parent or guardian, if the local educational agency sends such child or youth to a school other than the school of origin or a school requested by the parent or guardian; and
 - (iii) in the case of an unaccompanied youth, ensure that the homeless liaison assists in placement or enrollment decisions, considers the views of such unaccompanied youth, and provides notice to such youth of the right to appeal.
11. "School of origin" means the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.
12. The choice regarding placement shall be made regardless of whether the child or youth lives with the homeless parents or has been temporarily placed elsewhere.
13. Each homeless child or youth to be assisted under this subtitle shall be provided services comparable to services offered to other students in the school selected according to the provisions of Section 722(g)(3), including transportation services, educational services for which the child or youth meets the eligibility criteria, such as services provided under Title I of ESEA, 1965, or similar State or local programs, educational programs for children with disabilities, and educational programs for students with limited English proficiency, programs in vocational and technical education; programs for gifted and talented students; and school nutrition programs.
14. Any record ordinarily kept by the school, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, regarding each homeless child or youth shall be maintained—
- (i) so that the records are available, in a timely fashion, when a child or youth enters a new school or school district; and
 - (ii) in a manner consistent with section 444 of the General Education Provisions Act;
15. Each LEA that receives assistance under this title shall designate a homeless liaison to ensure that—
- (i) homeless children and youth are identified by school personnel and through coordination activities with other entities and agencies;
 - (ii) homeless children and youth enroll in, and have a full and equal opportunity to succeed in, schools of the LEA;
 - (iii) homeless families, children, and youth receive educational services for which such families, children, and youth are eligible, including Head Start and Even Start programs and preschool programs administered by the local educational agency, and referrals to health care services, dental services, mental health services, and other appropriate services;

- (iv) the parents or guardians of homeless children and youth are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children;
- (v) public notice of the educational rights of homeless children and youth is disseminated where such children and youth receive services such as schools, family shelters, and soup kitchens;
- (vi) enrollment disputes are mediated;
- (vii) the parent or guardian of a homeless child or youth, and any unaccompanied youth, is fully informed of all transportation services, including transportation to the school of origin, and is assisted in accessing transportation to the school that is selected.
- (viii) LEA liaisons, as a part of their duties, coordinate and collaborate with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youth. State coordinators and local educational agencies shall inform school personnel, service providers and advocates working with homeless families of the duties of the liaisons.

16. Each State and LEA that receives assistance under this subtitle shall review and revise any policies that may act as barriers to the enrollment of homeless children and youth in schools selected. In reviewing and revising such policies, consideration shall be given to issues concerning transportation, immunization, residency, birth certificates, school records, and other documentation, and guardianship. Special attention shall be given to ensuring the enrollment and attendance of homeless children and youth who are not currently attending school.
17. Where applicable, each State and local educational agency that receives assistance under this subtitle shall coordinate with State and local housing agencies responsible for developing the comprehensive housing affordability strategy described in section 105 of the Cranston-Gonzalez National Affordable Housing Act to minimize educational disruption for children who become homeless.
18. Certification regarding debarment, suspension, ineligibility and voluntary exclusion for all lower tier participants is met.

I hereby certify that all statements made herein are true and correct to the best of my knowledge and that all supporting data are on file.

 Superintendent (typed name)

 Date

 Superintendent's Signature

 Date

APPENDIX B

State Assurances for Federal Grant Awards

Article 1

Parties to Agreement. This Agreement is made by and between the Rhode Island Department of Elementary and Secondary Education (RIDE) and the party specified in SECTION I A1 (the Grantee).

Article 2

Period of Performance. This Agreement will be effective on the starting date as specified in SECTION I A2 and, unless renewed or extended, will expire on the termination date as specified in SECTION I A2. It is understood and agreed by and between the parties that this Agreement covers work and services to be provided by the Grantee for the period specified in SECTION I A2.

Article 3

Modification of Agreement. This Agreement may be amended in accordance with Article II herein and/or may be amended or extended by mutual written consent provided that such consent may not be unreasonably withheld, and further provided, that there is a fiscal appropriation for any extension.

Article 4

Contract Officer. The Grantee agrees to maintain close and continuing communication with the RIDE contract officer, as specified in SECTION I A3, throughout the performance of work and services undertaken under the terms of the Agreement. The contract officer is responsible for authorizing all payments made by RIDE to the Grantee under this Agreement.

Article 5

Project Officer. The project officer, as specified in SECTION I A4, is responsible for coordinating and reporting work performed by the Grantee under this agreement.

Article 6

Delays. Whenever the Grantee has knowledge that any actual or potential situation is delaying, or tends to delay the timely performance of work under this Agreement, the Grantee shall immediately give written notice thereof, including all relevant information with respect thereto, to RIDE.

Article 7

Funding. This is a cost reimbursement Agreement. In consideration of work and services performed by the Grantee in accordance with SECTION II of this Agreement, RIDE agrees to reimburse the Grantee for allowable costs incurred by the Grantee under this Agreement in an amount not to exceed the amount specified in SECTION I A6 and in accordance with estimated expenditures as set forth in SECTION III Budget. RIDE shall process all invoices within 30 days of date of invoice.

All payments are provisional pending the final audit by the appropriate state and/or federal officials.

Article 8

Federal Funding Provisions. Funds made available to the Grantee under this Agreement are or may be derived from federal funds made available to RIDE. The provisions of Article 7 and SECTION III

notwithstanding, the Grantee agrees to make claims for reimbursement under this Agreement in Accordance with federal policies governing allowable costs to be charged against federal grants. The Grantee agrees that no expenditures claimed for reimbursement under this Agreement will be claimed for reimbursement under any other agreement, grant, or contract that the Grantee may hold which provides funding from state or federal sources. The Grantee further agrees to be liable for audit exceptions that may arise from examination of expenditures: (a) claimed by the Grantee for reimbursement under this Agreement, and/or (b) submitted by the Grantee in meeting any cost participation requirements.

In executing this Agreement the Grantee is serving as grantee or independent contractor under a federal grant or contract between the federal government and RIDE. The master grants award or cooperative agreement made to RIDE by the federal government governing activities under this Agreement is, therefore, made a part of this agreement. The Grantee specifically agrees to abide by all applicable federal requirements for grantees, contractors, or independent contractors receiving federal funds including, but not limited to, those requirements set forth or referenced in the master grant or contract relating to this Agreement and in the following documents which are incorporated by reference hereto: 45CFR Part 74 (Administration of Grants); DHHS Publication OASH 90-50,000 (Grants Policy Statement) Rev. 4/94; OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Nonprofit organizations); and A-133 (Audits of Institutions of Higher Education and Other Nonprofit Organizations).

It is understood and agreed that in the event that less than full federal funding or other funding is received by RIDE due to the failure of the Grantee to comply with the terms of this agreement, the Grantee is liable to the State of Rhode Island for an amount equal to the amount of the denied funding. The amount of the denied funding shall be payable upon demand of RIDE.

Article 9

Prepayment. Articles 7 and 8 notwithstanding, prepayment will be allowed provided that it is requested and approved under the appropriate mechanism and subsequently accounted for with proper documentation.

Article 10

Withholding of Payments. The Grantee shall, in a satisfactory and proper manner in accordance with industry standards, complete all obligations and duties as stipulated in this Agreement. Failure of the Grantee to perform or deliver required work, services, or reports under this Agreement due to its own negligence may result in the withholding of payments by RIDE to the Grantee.

The Grantee understands and agrees that failure to meet its requirements under this Agreement may result in withdrawal of other state or federal funds that may have been made available to the Grantee hereunder, at the option of RIDE.

Article 11

Termination of Agreement. This Agreement may be terminated upon thirty (30) days written notice by either party. In the event of termination by either party, all property and finished or unfinished documents, data, studies, and reports prepared by the Grantee under this Agreement, shall be assigned as described herein in Article 17. Notwithstanding the above, the Grantee shall not be relieved of liability to RIDE for damages sustained by RIDE by virtue of any breach of this Agreement by the Grantee; and RIDE may withhold payment to the Grantee for the purpose of setoff until such time as the exact amount of damages due to RIDE from the Grantee is determined. Notice of the effective date of termination will include the reports that must be completed. The above mentioned thirty (30) days written notice notwithstanding,

RIDE expressly reserves the unilateral right to terminate, amend and/or reduce services and payments under this Agreement, effective immediately upon written notice to the Grantee, in the event that the funding underlying the participation of RIDE is limited or curtailed. Further, the Grantee agrees to hold RIDE harmless from any and all liability, which may arise as a result of the Grantee executing the terms of this Agreement

In the event of termination by either party, final payment by RIDE to the Grantee for work and services provided by the Grantee under this Agreement up to the effective date of termination shall be made in proportion to work completed and allowable expenses incurred, in accordance with the principles of cost reimbursement, agreements and contracts. Notwithstanding the foregoing, costs related to any reports required to be completed after the effective date of termination will be reimbursed.

Article 12

Recordkeeping/Inspection of Records and Reports. The Grantee agrees to keep discrete financial records of expenditures made under this Agreement, including time records of employees whose work is to be charged in whole or in part to this Agreement; to maintain such records in accordance with standard accounting practices; to make such records available on request to appropriate state and/or federal officials for examination or audit, ensure that audits are conducted in accordance with OMB Circulars A-110 and A-133 if applicable, and to keep such records on file until the final audit of RIDE records under the federal grant funding of this Agreement, or until such time as federal provisions permit the records to be discarded. All management correspondences that accompany audit reports must be sent to RIDE. If a client served by this grant is charged for service, the Grantee must report this income.

Article 13

On-Site Inspection. The Grantee agrees to permit on-site monitoring, evaluation, and inspection of all activities related to this Agreement by officials of the RIDE, its designee, and, where appropriate, the federal government.

Article 14

Partnership. It is understood and agreed that nothing herein is intended or should be construed in any manner as creating or establishing the legal relation of partnership between the parties hereto, or as constituting the employees, agents, or representatives of the Grantee included in this Agreement as employees, agents, or representatives of RIDE.

Article 15

Non-liability for Personal Injuries. The Grantee will indemnify and hold the State of Rhode Island, RIDE, and its officials harmless against any claims for injury or damage of any kind to persons or property occurring or arising during the period of this Agreement.

Article 16

Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Article 17

Proprietorship. RIDE and the Grantee shall be considered Joint Owners (as that term is defined by US Copyright Law) of all intellectual property including finished or unfinished documents, computer software, data studies, and reports prepared or acquired by the Grantee under this Agreement and for which reimbursement was claimed under this Agreement. RIDE will own all tangible property and

equipment acquired by the Grantee under this Agreement and for which reimbursement was claimed under this Agreement. The Grantee further understands and agrees to abide by federal regulations, requirements, and policies governing the disposition of equipment or property purchased with funds made available to the Grantee under this Agreement or with funds identified by the Grantee as matching expenditures under this Agreement. The Grantee agrees to maintain an equipment inventory list under this Agreement and to identify related equipment properly for inspection.

Article 18

Copyright. Reports or other documents produced in whole or in part under this Agreement shall either bear no copyright notice or indicate that the Grantee and RIDE are Joint Owners of the copyright.

Article 19

Publicity. The Grantee will give due credit to RIDE and the appropriate state and/or federal agencies. RIDE will be credited on all media announcements, billboards, and educational materials produced or developed under the scope of this Agreement. RIDE will give due credit to the Grantee on all media announcements, billboards, and educational materials produced or developed under the scope of this Agreement.

Article 20

Interest of the Grantee. The Grantee covenants that it presently has no pecuniary interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Grantee further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Article 21

Civil Rights. The Grantee agrees to abide by applicable provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975 (P.L. 94-135, Title III); the Americans with Disability Act of 1990 (P.L. 101-336); all other applicable federal and state laws relating to equal employment opportunities; State Executive Order No. 19 dated 15 December 1977, State Executive Order No. 80-9 dated 24 March 1980, and State Executive Order No. 85-11. The Grantee asserts that no person shall, on the grounds of race, color, national origin, religion, sex, age, political belief, sexual preference, or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities undertaken in behalf of this Agreement. In addition, the Grantee agrees to establish a procedure for complaint from any person who believes that such discrimination is being practiced in any activity relating to this Agreement.

Article 22

Drug Free Workplace Policy. The Grantee agrees to comply with the requirements of the Governor's Executive Order No. 91-14, the State's Drug Free Workplace Policy, and the Federal Omnibus Drug Abuse Act of 1988. The Grantee acknowledges that a violation of the Drug Free Workplace Policy may, at RIDE's option; result in termination of this Agreement.

Article 23

Environmental Tobacco Smoke. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by the entity and used routinely or regularly for the provision of RIDE day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to

children's services that are constructed, operated or maintained with such funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

Article 24

Subcontracts. Any proposed subcontract under this Agreement shall be submitted to the Rhode Island Department of Elementary and Secondary Education contract officer for approval prior to execution. Failure to comply with the provisions of this article could result in denial of reimbursement for such non-approved sub contractual services.

Article 25

Lobbying. All Grantees must comply with all federal laws restricting and/or limiting lobbying activities of recipients of federal funds including but not limited to 31 U.S.C. Section 1352 and Section 503 of the Departments of Labor, RIDE and Human Services, and Education, and Related Agencies Appropriations Act (Public Law 104-209).

Article 26

Controller's Approval. This Agreement shall take effect upon the issuance of a purchase order, cooperative agreement, and/or grant award by the State Controller.

Article 27

Licensure/Certification. The Grantee shall have any and all licenses necessary to operate his/her facility in place prior to the start date of this Agreement and for the duration of the grant period. Further, all personnel delivering RIDE care services shall be licensed/certified and/or registered as required by law.

Superintendent (typed name)

Date

Superintendent's Signature

Date

APPENDIX C

Rhode Island Department of Education

**Application for funding under the
McKinney-Vento Homeless Assistance Act
2019-2020**

PROJECT INFORMATION

(one page)

School District: _____

Contact Person: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Amount of Funds Requested: _____

Project Title and Location: _____

Project Period: Beginning: _____ Ending: _____

Check the appropriate box:

Previously funded project

New project

School Term (please check all that apply):

Regular academic year

Summer

Other (explain) _____

APPLICATION NARRATIVE

(maximum of nine pages)

Clearly label each section in the application narrative, as each section will be scored separately. All pertinent information must be fully addressed in the appropriate section of the application.

Statement of Demonstrated Need

1. Describe the overall need for this project including the district's total number of homeless children and youth identified in 2018-19.
2. Describe the method(s) used to identify homeless children and youth.
3. State the number of children projected to be served in this project.
4. State the number of homeless shelters in the district that accept families with children and list other school districts served by those shelter(s).
5. Describe the process used to identify the **specific needs** of children and youth who are homeless, including the method(s) and how this information used was used to develop program objectives.

Goal(s) and Objective(s)

1. Provide a statement of goal(s) of the project describing how the project will facilitate the identification, enrollment, retention and educational success of homeless children and youth.
2. Provide a list of specific objectives for the project in clear and measurable terms.
3. Include a description of how this project attempts to surpass the basic requirements of the LEA to address the needs of homeless students and how it will impact the academic achievement of homeless children and youth.

Project Organization, Services and Activities

1. Provide a detailed description of the services to be provided. Explain how these services address the needs of homeless children and youth in the community as identified in the statement of demonstrated need.
2. Indicate how the proposed project will actively engage parents and/or guardians in the education of their children including planned activities.
3. Describe policies and procedures that the district will implement to ensure that the activities will not isolate or stigmatize homeless children and youth.
4. Describe how the district will coordinate with local social service agency and community programs that provide services to homeless children and youth and their families. (Letters of support may also be submitted as attachments)
5. Describe how the program will be staffed and administered including a description of the role of the LEA Homeless Liaison.

6. Describe how the district intends to raise awareness of the McKinney-Vento Act through the implementation of professional development activities for district and school staff.

Program Evaluation

(Each grantee will be required to provide a program summary report thirty (30) days prior to close of project).

1. Describe the process to be used to evaluate the achievement of program objectives.
2. Describe the process to be used to collect relevant documentation for every student receiving services through this grant, including evidence of academic progress and how this information will be compiled.
3. Who will be responsible for the documentation collection and evaluation of the project?
4. Describe the process to be used to collect feedback related to this project for use in local evaluation and program improvement.

APPENDIX D

McKinney-Vento Education of Homeless Children and Youth

**Homeless Education Liaison Contact Information
2019-2020**

Homeless Liaison: _____

Title/Position: _____

District: _____

Address: _____

Work Phone _____ Fax Number: _____

Email Address: _____

Fiscal Contact: _____ Phone: _____

Superintendent: _____ Phone: _____

Title I Director: _____ Phone: _____

Signature of Homeless Liaison

Date

APPENDIX E

McKinney-Vento Education of Homeless Children and Youth

Budget Packet

See Excel Budget Documents

APPENDIX F

McKinney-Vento Education of Homeless Children and Youth

EVALUATION CRITERIA
To be completed by Proposal Reviewers

Eligible Applicant: _____

Total Points Awarded: _____

Total Points Awarded for Project Organization,
 Services & Activities: _____

Was the required information included? _____

Recommended for Funding: Yes: _____ No: _____

Required Information	Yes	No	Reviewer Comments
APPLICATION COVER PAGE: Addresses all information			
ASSURANCES: Submitted and signed			
HOMELESS LIAISON FORM: Completed and signed			

Category	Maximum Score	Reviewer Scores
Statement of Need/Problem	15	
Goals and Objectives	15	
Project Organization, Services & Activities	40	
Budget	15	
Program Evaluation	15	
Total Score	100	

Reviewer Number: _____

Date: _____

Signature: _____

Rating Guidelines

(Note that each section of the application will be scored separately. All pertinent information must be fully addressed in the appropriate section).

- Excellent** Specific and comprehensive. Complete, detailed, and clearly articulated information as to how the criteria are met. Well-conceived, thoroughly developed with promising program impact.
- Good** General but sufficient detail. Adequate information as to how the criteria are met, but some areas are not fully explained and/or questions remain. Some minor inconsistencies and/or weaknesses.
- Marginal** Vague, not clearly or explicitly stated. Criteria appear to be minimally met, but limited information is provided about approach and strategies. Lacks focus and detail.
- Inadequate** Does not meet the criteria, fails to provide information, provides inaccurate information, or provides information that requires substantial clarification as to how the criteria are met.

Statement of Need/Problem (maximum 15 points)	Excellent	Good	Marginal	Inadequate
Describes the overall need for this project including the number of homeless students to be served. (5 pts)	5	3-4	1-2	0
Describes the number of children and youth identified as homeless, including the method used for identification and the number of family homeless shelters in the district (if applicable) and list other school districts served by those shelters. (5 pts)	5	3-4	1-2	0
Describes ways in which the district has identified the specific needs of children and youth who are homeless, including how this information was used to identify project needs. (5 pts)	5	3-4	1-2	0
Scores				

Goals and Objectives (maximum 15 points)	Excellent	Good	Marginal	Inadequate
Provides a concise statement of the goal(s) of the project that addresses how the identification, enrollment, retention and educational success of homeless children are achieved. (5 pts)	5	3-4	1-2	0
Provides realistic goals and objectives that are stated in a clear and measurable manner. (5 pts)	5	3-4	1-2	0
Describes how the activities, goals and outcomes are measurable and how they will impact student achievement. (5 pts)	5	3-4	1-2	0
Scores				

Project Organization, Services & Activities (maximum 40 points)	Excellent	Good	Marginal	Inadequate
Provides a clear outline of services to be provided and describes how the project will be coordinated with other federal programs. (8 pts)	7-8	4-6	1-3	0
Provides evidence of planned involvement and activities for parents or guardians of homeless children or youths in the education of their children and how the district intends to raise awareness of staff through professional development activities. (8 pts)	7-8	4-6	1-3	0
Describes policies and procedures that the district will implement to ensure activities will not isolate or stigmatize homeless children. (8pts)	7-8	4-6	1-3	0
Describes clearly the administrative structure and adequate staffing for the program showing position(s), indicates who will manage the grant and delineates the role of the homeless liaison in the project design. (8 pts)	7-8	4-6	1-3	0
Describes a plan for collaboration and coordination with social service agencies, community resources and other services available to homeless children and youths and their families. (8 pts)	7-8	4-6	1-3	0
Scores				

Budget (maximum 15 points)	Excellent	Good	Marginal	Inadequate
Includes a completed Budget Packet (Appendix D) including detail for line item costs reasonable and appropriate for scope of program. (5 pts)	5	3-4	1-2	0
Extent to which the LEA uses the sub grant to leverage resources, including maximizing non sub grant funds for the position of the liaison and the provision of transportation. (5 pts)	5	3-4	1-2	0
Budget is realistic overall, given the intended objectives and program design. (5 pts)	5	3-4	1-2	0
Scores				

Program Evaluation (maximum 15 points)	Excellent	Good	Marginal	Inadequate
Describes a process to be used to evaluate the success of the program and measures the degree to which each objective of the project is achieved. (5 pts)	5	3-4	1-2	0
Describes a process to collect relevant documentation for every student receiving services through this grant, including academic progress, how this information will be compiled, and by whom. (5 pts)	5	3-4	1-2	0
Describes a process to collect feedback related to this project for use in local evaluation and program improvement. (5 pts)	5	3-4	1-2	0
Scores				

Reviewer Summary Comments and Recommendations:
