

File ID Number	19-0718
Introduction Date	6/10/20
Enactment Number	20-0854
Enactment Date	6/10/2020
By	If



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

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

June 10, 2020

To: Board of Education

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

Subject: Grant Award - California Department of Social Services, Refugee Programs Bureau, School Impact Grant, Federal Fiscal Year 2018-19 - #RSIG18OU

**ACTION REQUESTED:**

Approval by the Board of Education of Grant Award from the California Department of Social Services, Refugee Program Bureau, in the amount of \$93,555.00, for the Standard Agreement under the federal Refugee School Impact (RSI) Set-Aside funding for the Federal Fiscal Year (FFY) 2018-2019, to support the Refugee & Asylee Program for refugee students who have been in the United States for five years or less, for the period of October 1, 2018 through September 30, 2019, pursuant to the terms and conditions thereof, if any.

**BACKGROUND:**

Grant award for OUSD schools for the FY18-19 fiscal year was submitted for funding as indicated in the chart below. The grant face sheet and grant proposal packets are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
19-2673	Yes	Grant	Oakland Unified School District Refugee & Asylee Program via the English Language Learners and Multilingual Achievement (ELLMA) Department	Support refugee students who have been in the US for 5 years or less	10/01/2019 - 9/30/2019	State of California-Health and Human Services Agency, Department of Social Schools: Refugee School Impact Grant	\$93,555.00

**DISCUSSION:**

The District created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and a completed grant application for the program listed in the chart by the school.

**FISCAL IMPACT:**

The total amount of grants will be provided to OUSD schools from the funders.

- Grants valued at: \$93,555.00

**RECOMMENDATION:**

Approval by the Board of Education of a Grant Award for the Refugee and Asylee Program for fiscal years 2018-2019, pursuant to the terms and conditions thereof, if any.

**ATTACHMENTS:**

Grant Face Sheet

Grant Award Notification

Standard Agreement

Exhibit A - Scope of Work

Exhibit B - Budget Provisions

Exhibit C - General Terms and Conditions

Exhibit D - Special Terms and Conditions

Exhibit E - Confidential Requirements

Exhibit F - Student Enrollment Methodology

Exhibit G - Assurance Forms

Exhibit H - Contractor Certification Clauses



OUSD Grants Management Face Sheet

<b>Title of Grant:</b> Refugee School Impact Grant	<b>Funding Cycle Dates:</b> October 1, 2018-September 30, 2019
<b>Grant's Fiscal Agent:</b> Migdalia Wade, COSS Representative California Department of Social Services Refugee Programs Bureau 744 P Street, MS 9-6-646 Sacramento, CA 95814 (916) 654-4356	<b>Grant Amount for Full Funding Cycle:</b>  \$93,555.00
<b>Funding Agency:</b> California Department of Social Services Refugee Programs Bureau 744 P Street, MS 9-6-646 Sacramento, CA 95814	<b>Grant Focus:</b> Support refugee school-age students who have been in the US for five years or less
<b>List all School(s) or Department(s) to be Served:</b> All OUSD Schools	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The RSIG grant's primary focus is to assist refugee school age students who have been in the US for 5 years of less to improve their academic performance and social adjustment to schools through such activities as supplemental English language instruction, after-school tutoring programs, and social adjustment services.
How will this grant be evaluated for impact upon student achievement?  (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 3.98% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	We have a flag for refugee students and tracking system in place to measure and track attendance, ELPAC scores, grades, and other test scores.
Does the grant require any resources from the school(s) or district? If so, describe.	We are currently using office space at the Lakeview campus.
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?  (If yes, include the district's indirect rate of 3.98% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No.
Will the proposed program take students out of the classroom for any portion of the school day?  (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No
Who is the contact managing and assuring grant compliance?  (Include contact's name, address, phone number, email address.)	Nate Dunstan, Program Manager Newcomer and Refugee/Asylee Services 746 Grand Ave, Room E Oakland CA 94610 (510) 273-1661 <a href="mailto:Nathaniel.dunstan@ousd.org">Nathaniel.dunstan@ousd.org</a>

---

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal	Nicole Knight		12/20/19
Department Head	Sondra Aguilera		

**Grant Office Obtained Approval Signatures:**

Entity	Name	Signature	Date
Fiscal Officer	N/A		
Superintendent	Kyla Johnson-Trammell		

---

## **Award Announcement**

## **Standard Agreement**

### **Exhibit A: Scope of Work**

Attachment 1: Request for Qualifications

### **Exhibit B: Budget Provisions**

### **Exhibit C: General Terms and Conditions**

### **Exhibit D: Special Terms and Conditions**

### **Exhibit E: Confidential Requirements**

Attachment 1: Confidentiality and Information Security Requirements

### **Exhibit F: Student Enrollment Methodology**

Attachment 1: Estimated Number of Eligible Students

### **Exhibit G: Assurance Forms**

### **Exhibit H: Contractor Certification Clauses**



**CDSS**

**WILL LIGHTBOURNE**  
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY  
**DEPARTMENT OF SOCIAL SERVICES**  
744 P Street • Sacramento, CA 95814 • [www.cdss.ca.gov](http://www.cdss.ca.gov)



**EDMUND G. BROWN JR.**  
GOVERNOR

**November 5, 2018**

**Refugee School Impact Program  
AWARD ANNOUNCEMENT**

The California Department of Social Services (CDSS), Refugee Programs Bureau (RPB) is pleased to announce the receipt of funding under the Refugee School Impact (RSI) program for federal fiscal year 2018/19. The Administration for Children and Families (ACF) awarded CDSS \$1,000,000 of RSI funds for the period of October 1, 2018 through September 30, 2019. The CDSS anticipates the funding will be released in increments based on availability. The selected school districts and corresponding awarded amounts are listed below; each school district will be notified when the first increment and subsequent quarters' increments are released and available. Standard Agreements will be executed once the ACF releases the first increment.

<b>SCHOOL DISTRICT</b>	<b>COUNTY</b>	<b>2018/19 BUDGET</b>
Cajon Valley Union	San Diego	\$93,555
Elk Grove Unified	Sacramento	\$84,802
Glendale Unified	Los Angeles	\$52,544
Grossmont Union High	San Diego	\$93,555
Hayward Unified	Alameda	\$52,544
Los Angeles Unified	Los Angeles	\$75,915
Modesto City Schools	Stanislaus	\$63,000
Oakland Unified	Alameda	\$93,555
San Diego Unified	San Diego	\$70,875
San Francisco Unified	San Francisco	\$52,544
San Juan Unified	Sacramento	\$93,555
Twin Rivers Unified	Sacramento	\$93,555
State Administration		\$80,001.00
<b>TOTAL</b>		<b>\$1,000,000.00</b>

The RSI program assists eligible school age students who have been in the United States five years or less in improving their academic performance and social adjustment through activities focused around academic enrichment, civic engagement, community collaboration, consumer education, employment pathways and family engagement.

If you have questions regarding the RSI funding, contact Heriberto Camarena at (916) 654-7250 or [Heriberto.Camarena@dss.ca.gov](mailto:Heriberto.Camarena@dss.ca.gov).

**STANDARD AGREEMENT**

**GRANT (NEW)**  **(AMENDED)**

This Agreement is entered into between the State Agency and the Grantee named below:

AGENCY California Department of Social Services	STATE GRANT NUMBER 1821RSIG
GRANTEE California School Districts	GRANT I.D. NUMBER RSIG18CA

I. **PARTIES** mutually agree and understand that this agreement is a legally binding document, inuring to the benefit of the public that is authorized pursuant to Section 412 (c)(1)(A) of the Immigration and Nationality Act. The parties agree to comply with the terms and conditions of the following exhibits, as applicable to each School District, which are by this reference made a part of this agreement.

Exhibit A – General Terms and Conditions/Scope of Work

- |   |  |
|---|--|
| Attachment 1: Cajon Valley Union (RSIG18CA-1)   | Attachment 7: Modesto City Schools (RSIG18CA-7)    |
| Attachment 2: Elk Grove Unified (RSIG18CA-2)    | <b>Attachment 8: Oakland Unified (RSIG18CA-8)</b>  |
| Attachment 3: Glendale Unified (RSIG18CA-3)     | Attachment 9: San Diego Unified (RSIG18CA-9)       |
| Attachment 4: Grossmont Union High (RSIG18CA-4) | Attachment 10: San Francisco Unified (RSIG18CA-10) |
| Attachment 5: Hayward Unified (RSIG18CA-5)      | Attachment 11: San Juan Unified (RSIG18CA-11)      |
| Attachment 6: Los Angeles Unified (RSIG18CA-6)  | Attachment 12: Twin Rivers Unified (RSIG18CA--12)  |

Documents included in each attachment: Request for Qualifications Packet.

**II. TERMS**

The term of this Agreement shall be from October 1, 2018 through September 30, 2019.

III. **MAXIMUM AMOUNT PAYABLE:** The maximum amount payable under this Agreement shall not exceed (enter both numeral and text) \$ 919,999 / Nine Hundred Nineteen Thousand Nine Hundred Ninety-Nine dollars.

**Budget Details<sup>1</sup>**

SCHOOL DISTRICT	COUNTY	2018/19 BUDGET
Cajon Valley Union	San Diego	\$93,555
Elk Grove Unified	Sacramento	\$84,802
Glendale Unified	Los Angeles	\$52,544
Grossmont Union High	San Diego	\$93,555
Hayward Unified	Alameda	\$52,544
Los Angeles Unified	Los Angeles	\$75,915
Modesto City Schools	Stanislaus	\$63,000
<b>Oakland Unified</b>	Alameda	\$93,555
San Diego Unified	San Diego	\$70,875
San Francisco Unified	San Francisco	\$52,544
San Juan Unified	Sacramento	\$93,555
Twin Rivers Unified	Sacramento	\$93,555
<b>TOTAL</b>		<b>\$919,999</b>

<sup>1</sup> Funding is contingent upon the availability of federal funds.

**IN WITNESS WHEREOF, this agreement is executed when signed by each agent or officer with the authority to enter into the Agreement for the State or the respective Grantee. As between the State and the respective Grantee, this Agreement is not effective until signed by both parties.**

<b>STATE OF CALIFORNIA</b>	
AGENCY California Department of Social Services	
BY (AUTHORIZED SIGNATURE) 	
PRINTED NAME OF PERSON SIGNING Will Lightbourne or Director's Designee <i>Pete Cervinka, for</i>	DATE <i>12/17/18</i>
TITLE Director, California Department of Social Services or Chief Deputy Director, California Department of Social Services <i>Chief Dep Director</i>	

<b>GRANTEE</b>	<b>GRANTEE</b>
GRANTEE Cajon Valley Union	GRANTEE Elk Grove Unified
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING      DATE	PRINTED NAME OF PERSON SIGNING      DATE
TITLE	TITLE
ADDRESS	ADDRESS
CITY, STATE, ZIP	CITY, STATE, ZIP

<b>GRANTEE</b>	<b>GRANTEE</b>
GRANTEE Glendale Unified	GRANTEE Grossmont Union High
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNIN      DATE	PRINTED NAME OF PERSON SIGNING      DATE
TITLE	TITLE
ADDRESS	ADDRESS
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)



GRANTEE		GRANTEE	
GRANTEE Hayward Unified		GRANTEE Los Angeles Unified	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING	DATE	PRINTED NAME OF PERSON SIGNING	DATE
TITLE		TITLE	
ADDRESS		ADDRESS	
CITY, STATE, ZIP		CITY, STATE, ZIP	

*Jody London*

6/11/2020

GRANTEE		GRANTEE	
GRANTEE Modesto City Schools		GRANTEE Oakland Unified	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING	DATE	PRINTED NAME OF PERSON SIGNING	DATE
TITLE		TITLE	
ADDRESS		ADDRESS	
CITY, STATE, ZIP		CITY, STATE, ZIP	

Jody London  
President, Board of Education

*Kyla Johnson-Trammell*  
Kyla Johnson-Trammell  
Secretary, Board of Education

6/11/2020

*Nate Dunstan 12/7/18*  
Nate Dunstan  
Program Manager, Refugee  
7410 Grants Ave, Room E  
Oakland CA 94606

GRANTEE		GRANTEE	
GRANTEE San Diego Unified		GRANTEE San Francisco Unified	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING	DATE	PRINTED NAME OF PERSON SIGNING	DATE
TITLE		TITLE	
ADDRESS		ADDRESS	
CITY, STATE, ZIP		CITY, STATE, ZIP	

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

**A. BACKGROUND AND PURPOSE**

1. The Refugee School Impact (RSI) program is authorized by section 412(c)(1)(A)(iii) of the Immigration and Nationality Act (8 United States Code. 1522 (c)(1)(A)), as amended. The funding available under this program is designed to support local school systems that are impacted by significant numbers of newly arrived refugee children. The primary focus of this grant is to help newly arrived refugee school-age children who are making major initial adjustments and school-age children who have been in the United States (U.S.) for five years or less.

The California Department of Social Services (CDSS) anticipates that the Office of Refugee Resettlement (ORR) will award, as in previous years the amount of \$1,000,000, for the RSI grant period of October 1, 2018 through September 30, 2019 to provide supplemental educational/support services to school-age refugee children. If CDSS is awarded RSI funding for federal fiscal year 2019, the Refugee Programs Bureau (RPB) will execute Standard Agreements with participating school districts for the provision of services in: Alameda, Contra Costa, Los Angeles, Orange, Riverside, Sacramento, San Diego, San Francisco, San Joaquin, Santa Clara, and Stanislaus counties. See Exhibit A – Attachment 1, Newly Arrived Eligible Children in California for a breakdown of eligible population arrivals.

Eligible school-aged newcomer students, ages five through 18, under this funding include children who arrived in the U.S. within the last five years, with the following immigration statuses: (1) refugees; (2) asylees; (3) Cuban and Haitian entrants; (4) Certain Amerasians from Vietnam; (5) victims of severe forms of trafficking who receive certification or an eligibility letter from ORR and certain other specified family members of trafficking victims; (6) children classified as Special Immigrant Juveniles receiving services from ORR-funded Unaccompanied Refugee Minor programs; and (7) Iraqi and Afghan children with Special Immigrant Visa status.

2. The goals of the RSI program are to strengthen academic performance and facilitate social adjustment of eligible students.
3. The objectives of the RSI program are to serve eligible students and:
  - a. Improve the well-being and mental health of eligible students.
  - b. Increase the number of eligible students who meet grade level requirements.
  - c. Improve the level of English-language proficiency among eligible students.
  - d. Improve overall academic performance among eligible students.
  - e. Improve school attendance rates.

**EXHIBIT A  
(Standard Agreement)**

- f. Increase high school diploma and California High School Equivalency Certificate (CHSEC) attainment rates among eligible students.
- g. Increase the likelihood that eligible students age 14 and above achieve self-sufficiency.
- h. Increase the participation of students and families in school activities.
- i. Improve coordination between schools and local service provider networks.
- j. Increase/improve collaboration between participating school districts, the newcomer community, service providers, and community based organizations to address gaps in services.

**B. THE PARTIES**

This Standard Agreement is between applicants awarded funding (Contractors) and the CDSS. No obligation exists to make an award or provide RSI funds until a Standard Agreement is signed by the Contractor or the Contractor's agent, with the authority to sign on the Contractor's behalf, and the CDSS; and subsequently approved by the CDSS.

The Contractor agrees and understands that as a condition of funding, the Contractor must provide the services as described in Exhibit A – Scope of Work, and the services described in the approved Request for Qualifications (RFQ) Questionnaire, and must comply with the Terms and Conditions of this funding. If the Contractor's RFQ Questionnaire and the CDSS' Scope of Work or the Terms and Conditions are in conflict, the CDSS' Scope of Work or Terms and Conditions, as applicable, shall apply.

**C. CONTRACTOR RESPONSIBILITIES**

The Contractor shall:

1. Undertake, carry out, and complete, in a competent manner, all of the work and services set forth in this Scope of Work and the Contractor's approved RFQ Questionnaire for funding.
2. Use RSI funds for activities that will foster community partnerships, family engagement, pathways to employment, civic engagement, consumer education, and academic enrichment among eligible students.
3. Verify that each student participating in RSI funded activities meet eligibility requirements and maintain eligibility documentation certifying that the student is eligible to participate in RSI activities.
4. Collaborate with the local or nearest County Refugee Coordinator (CRC) and at least one Resettlement Agency (RA), and at least three service providers.

**EXHIBIT A**  
**(Standard Agreement)**

5. Contractor(s) are required to participate in local refugee forum meetings if forum meetings are held in the area.
6. Collaborate with Community Based Organizations (CBO) and other service providers to refer eligible students in order to address service gaps.
7. Provide the CDSS prompt and unrestricted access to any documentation, files, reports, materials, or data assembled/developed by Contractor for the RSI program, and maintain the following:
  - a. Individual student files that include, but are not limited to, the following performance measures and documentation:
    - (1) Grades, standardized testing, and/or pre-post test results that, to the extent possible, measure the impact of RSI activities on the eligible student;
    - (2) School and RSI program attendance records; and
    - (3) Acceptable documentation of participants' eligibility for RSI program services.
  - b. Complete records of program activities and expenditures of the RSI program that include, but are not limited to, the following performance measures:
    - (1) Number of eligible students served by RSI program activities;
    - (2) Number of eligible students projected to complete/completed grade level or graduation requirements such as high school graduation requirements, or CHSEC;
    - (3) School and RSI program activity attendance records;
    - (4) Documentation of the provision of services;
    - (5) Evidence of collaboration with CRCs, RAs, CBOs, and other service providers in order to address service gaps.
8. Implement the program and expend the funds as described in the submitted and approved RFQ Questionnaire unless a written request has been requested and approved in writing by the CDSS for any modifications of the implementation of the program, the services or the expenditure of funds.
9. Submit a request for funding for the FFY 2018-19 funding period by the due date specified and in compliance with the CDSS RFQ specifications. Funding is subject to the CDSS receipt of funding and satisfactory progress of the RSI program.

**EXHIBIT A  
(Standard Agreement)**

10. Provide RSI Progress Reports in the format and within the time frames specified by the CDSS. The reporting periods and reporting dates are listed below:

<b>Report Period</b>	<b>Due to CDSS</b>
October 1, 2018 to January 31, 2019	February 15, 2019
February 1, 2019 to May 31, 2019	June 17, 2019
June 1, 2019 to September 30, 2019	October 15, 2019
October 1, 2019 to January 31, 2020	February 17, 2020
February 1, 2020 to May 31, 2020	June 15, 2020
June 1, 2020 to September 30, 2020	October 15, 2020
October 1, 2020 to January 31, 2021	February 15, 2021
February 1, 2021 to May 31, 2021	June 15, 2021
June 1, 2021 to September 30, 2021	October 15, 2021

**NOTE: Contractor's Progress Reports are an integral part of the state's ability to meet Federal RSI reporting requirements. Completion of reports is the Contractor's responsibility.**

11. Submit RSI Final Performance Reports in the format and within the time frame specified by the CDSS.
12. Provide RSI Expenditure reports, school district invoices, and supporting documentation on a quarterly basis in the format and within the time frames specified by the CDSS.
13. Meet with CDSS staff as necessary regarding the operation of the RSI program.
14. Reimburse the CDSS for any disallowed costs as determined by a state and/or federal audit or review.
15. Participate and present at conferences and workshops, at the request of the CDSS, in order to:
  - a. Disseminate and share RSI program activities, program knowledge and best practices; and,
  - b. Network and exchange information with other organizations regarding the RSI program.

**D. ALLOWABLE ACTIVITIES**

Allowable activities include educational services and activities that will foster community partnerships, family engagement, pathways to employment, civic engagement, consumer education, and academic enrichment. The RSI funds may

**EXHIBIT A  
(Standard Agreement)**

not be used to supplant educational instruction and services mandated under federal and state laws. Services and activities may include, but are not limited to:

1. Supplemental English-language development instruction.
2. After-school tutoring and summer programs.
3. Vocational training, financial and computer literacy.
4. Student and family orientations.
5. Parental and student civic engagement activities.
6. Mentorship programs.
7. Services of bilingual and bicultural counselors and cultural brokers.
8. Staff training on eligible students' cultures and use of special teaching materials.
9. Referrals of eligible students to providers to address service gaps.
10. Quantitative and qualitative data collection to measure outcomes.

**E. ADDITIONAL TERMS AND CONDITIONS**

Contractor shall:

1. Abide by all requirements in the RSI RFQ announcement, the approved RFQ Questionnaire, and any other requirements related to the RSI program.
2. Expend funds as described in the approved RFQ Questionnaire, Exhibit A – Scope of Work, and Exhibit B – Budget Detail and Payment Provisions, unless prior written permission is granted by the CDSS.
3. Amendments to the Scope of Work must be initiated in writing by either the CDSS or the Contractor, and must be approved in writing by both parties, before any changes can be implemented.
4. Expend funds as described in the approved RSI RFQ Questionnaire unless prior written permission is granted by the CDSS.
5. Submit the RSI Progress Report to the CDSS by the due dates specified.
6. Submit the RSI Final Performance Report, covering the three-year term, to the CDSS by the due date specified.

**EXHIBIT A  
(Standard Agreement)**

7. Maintain student and eligibility records and make available for review by the CDSS at all times.
8. Maintain and manage records of participating RSI program students, program activities and expenditures in accordance with all applicable California state privacy laws. At a minimum comply, with Exhibit E – Attachment 1, CDSS Confidentiality and Information Security Requirements.
9. Contractors are to comply with the CDSS' written response to Contractor's reports, including requested due dates for any additional information or required reports.
10. In the event an audit establishes the costs were not allowable, the Contractor shall be responsible for the return of any improper or overpayment.
11. Purchase of any electronic devices or computer-related software (i.e., computer devices [computers, laptops, tablets, printers, copiers, etc.], handheld electronic devices [iPod, iPad, Tablets, MP3 players, Android devices, e-readers, etc.], Rosetta Stone or other software programs, etc) is limited and must be included in the original RSI Questionnaire and directly related to project activities.

**F. CDSS RIGHTS AND RESPONSIBILITIES**

The CDSS shall:

1. Provide program consultation and technical assistance to the Contractor upon request. A CDSS Contract Manager will be assigned to assist the Contractor. The Contract Manager will be the primary contact responsible for consultation and assistance to the program.
2. Monitor and evaluate the Contractor's performance, expenditures, and service levels for compliance with contract requirements. The CDSS may review data, eligibility documentation, materials, publications, curricula used by the program, etc., and all fiscal records related to the program. Contract monitoring shall be accomplished in a manner, location, and time at the sole discretion of the CDSS.
3. Provide the Contractor with reporting forms and/or formats and time frames for submission of reports.
4. Evaluate Contractor's Progress Reports for compliance and provide a written response within 15 days of receipt if the report is determined inconsistent with reporting requirements. Contractors are to comply with the CDSS' written

**EXHIBIT A  
(Standard Agreement)**

response, including requested due dates for any additional information or required reports.

5. Review all invoices submitted by Contractor for allowable costs and approve for payment as appropriate, as determined in the CDSS' sole discretion, and conditioned on the availability of funds. In the event an audit establishes the costs were not allowable, the Contractor shall be responsible for the return of any improper or overpayment.
6. Retain the right to modify the program and this Scope of Work based on the results of its evaluation and review. The CDSS may use the results of the evaluation and monitoring review in future contract decisions. The evaluation shall include, but is not limited to contract compliance, effectiveness of planning, and program results.

**G. MUTUAL RESPONSIBILITIES**

1. Amendments to the Scope of Work must be initiated in writing by either the CDSS or the Contractor, and must be approved in writing by the CDSS, before any changes can be implemented.
2. Each party shall give to the other party ten (10) days prior written notice of a change in the Program Representative; said changes shall not require an amendment to this Agreement.
3. Each party represents and avers that by signing this Agreement the individual signing has the authority to enter into the Agreement on behalf of the school district Contractor, sub-contractor(s) or the CDSS, respectively.
4. The Exhibit E – Attachment 1, Confidentiality and Information Security Requirements, of the Standard Agreement survive the expiration or termination of the RSI program.

**H. PROJECT REPRESENTATIVES**

The project representatives during the term of the Agreement shall be:

<b>CDSS Representative</b>	<b>Contractor Representative</b>
Migdalia Wade, Policy Manager 744 P Street, MS 8-9-646 Sacramento, CA 95814 (916) 654-4356 Migdalia.Wade@dss.ca.gov	Nathaniel Dunstan 1000roadway Ave. Suite 398 Oakland, CA 95818 510-879-8200 nathaniel.dunstan@ousd.org



**CALIFORNIA DEPARTMENT OF SOCIAL SERVICES  
REFUGEE PROGRAMS BUREAU**



**REFUGEE SCHOOL IMPACT  
REQUEST FOR QUALIFICATIONS APPLICATION  
GRANT YEARS 2018-21**

## TABLE OF CONTENTS

Instructions .....	3
Technical Requirements.....	4
RFQ Questionnaire Checklist.....	5
Applicant Contact Information .....	6
Proposed Budget and Eligible Student Population for FFY 2019 .....	6
Authorized Agent Signature .....	6
Minimum Qualifications .....	7
Program Narrative .....	9
Existing Capacity and Sustainable Program Plan .....	9
Program Components .....	11
Staff Qualifications and Engagement.....	12
Leveraging Community Resources .....	13
Measuring Outcomes.....	15
Budget .....	17

## INSTRUCTIONS

The California Department of Social Services (CDSS) is issuing a Refugee School Impact (RSI) program Request for Qualifications (RFQ) Application for school districts in counties that received significant numbers of eligible children during Federal Fiscal Years (FFYs) 2014-2018. To be considered for funding, the applicant must comply with the requirements described in the RFQ announcement. Applications that do not adhere to the requirements in the RFQ Announcement will be considered non-responsive and disqualified. The CDSS will screen all timely submitted applications to determine completeness and qualifications. Funds will be awarded to school districts that meet the minimum qualifications.

The CDSS has sole discretion in awarding funds pursuant to this RFQ Application. The school districts selected for RSI funding will receive a tentative award notification and be required to execute a Standard Agreement.

The CDSS reserves the right to reject or disqualify any and all RSI RFQ Application submissions and/or cancel the RFQ. Prospective school districts will not be reimbursed for any expenses incurred in the development of its RFQ submission or any expenses prior to the execution of the Standard Agreement. All materials submitted as part of this RFQ become the property of the CDSS.

All respondents are required to complete this application form, which has been prepared to streamline and simplify the RFQ process. School districts should be concise and include only essential and specific information.

School districts shall not alter, delete, or otherwise change any section in this application. All sections must be completed with the required information. Additional information related to this application may be included as an attachment. The CDSS reserves the right to request additional information or documents after the due date, if necessary. Final award amounts will be subject to RFQ requirements and availability of federal funds.

A Portable Digital File (PDF) copy of the completed RFQ application packet must be e-mailed and received no later than **5:00 p.m. PST on September 28, 2018**. The PDF copy must be e-mailed to [RPB@dss.ca.gov](mailto:RPB@dss.ca.gov) with the subject line: "**RSI Program RFQ Application**". **Incomplete or late applications will not be accepted.** Altered forms will not be accepted.

## TECHNICAL REQUIREMENTS

The RFQ application must meet the following technical requirements:

- Cover Page: Each application must include the School District Contact Information, Proposed Budget for FFY 2019 (October 1, 2018 - September 30, 2019), Eligible Student Population, and the [Authorized Agent Signature](#).
- [Minimum Qualifications](#): Each school district must complete the Minimum Qualifications section.
- Program Narrative Requirements: Applications must have concise and descriptive answers to the [program narrative](#) and [budget](#) sections. Page size of 8.5" x 11". Margins at least 1" on all sides (top, bottom, left, and right), and text with Arial 12-point font. Proper notations of titles, headings, footnotes, quotations, references, charts, tables, graphs, and figures.
- Attachments included as part of this Application are limited to no more than an additional ten pages. Exhibits, assurances, and certifications included in the RFQ announcement will not count towards any page limitation requirements.
- RFQ Application questions cannot be altered.
- All RFQ Application sections must be completed in their entirety.

## RFQ APPLICATION CHECKLIST

1. All formatting requirements have been followed.
2. Cover page is complete.
3. Completed the <a href="#">Minimum Qualifications</a> questions.
4. All sections are addressed; Complete responses have been provided.
5. Attachments, if any, are not more than ten pages. Not counting exhibits, assurances, and certifications included in the RFQ announcement.
6. The table of contents is up to date and has the correct pagination.
7. Grant/Program Budget: Each applicant must submit a grant/program budget for the requested funding amount for FFY 2019 (October 1, 2018 – September 30, 2019).
8. Budget narrative: Reflects 100 percent of the requested award funding amount.
9. <a href="#">Proposed Subcontractors</a> : Lists all proposed subcontractors and proposed services to be provided by the subcontractors.
10. Letters of support from at least three service providers are attached.
11. Letter of support from the local County Refugee Coordinator (CRC) is attached.
12. Letter of support from at least one Resettlement Agency (RA) is attached.
13. Letter of support from the school district board.
14. A PDF copy of the completed RFQ Application (signed in blue ink by the person authorized to submit the RFQ Application) has been prepared to e-mail to the CDSS.
15. All exhibits, assurances, and certifications have been reviewed and completed (as needed, with all signature blocks signed in blue ink by the person authorized to submit the RFQ Application) has been prepared to e-mail to the CDSS.

**APPLICANT CONTACT INFORMATION**

<b>District Information</b>	
School District:	Oakland Unified School District
County:	Alameda
Address:	1000 Broadway, Suite 398, Oakland CA
Phone:	510 879 8200
Fax:	510 273 1521
School District's Superintendent (or authorized designee):	Tom Hughes Director, Newcomer/ELL Programs
Program Contact Name:	Nate Dunstan
Title:	Program Manager, Refugee and Newcomer
Phone:	510 273 1661
E-mail:	<a href="mailto:nathaniel.dunstan@ousd.org">nathaniel.dunstan@ousd.org</a>
Website:	<a href="http://www.ousd.org">www.ousd.org</a>

**PROPOSED BUDGET AND ELIGIBLE STUDENT POPULATION FOR FFY 2019**

Proposed Budget Amount: \$ 238,764    Anticipated Caseload: 495

**AUTHORIZED AGENT SIGNATURE**

The undersigned acknowledge they have reviewed this RFQ and agree with the information presented herein.

  
 \_\_\_\_\_  
 Authorized Official Signature

Nate Dunstan  
 \_\_\_\_\_  
 Print Name

9/28/2018  
 \_\_\_\_\_  
 Date

PROGRAM MANAGER:  
 \_\_\_\_\_  
 Title  
 Refugee & Newcomer

## MINIMUM QUALIFICATIONS

**All prospective RSI program funding recipients must meet all of the following requirements; if you answer “NO” to any of the questions (1 – 11), you have not met the minimum qualifications and are not eligible to be considered for RSI program funding.**

1. Is the school district located in a county that is impacted by a large number of entrants age 5 to 18: Alameda, Contra Costa, Los Angeles, Orange, Riverside, Sacramento, San Diego, San Francisco, San Joaquin, Santa Clara, or Stanislaus County?

Yes  
 No

2. Have numerical data demonstrating 100 or more newly arrived eligible students enrolled in the school district school year 2017-18?

Yes  
 No

3. Have a process to identify and determine the eligibility of the participating students?

Yes  
 No

4. Have a plan to protect the students' confidential information?

Yes  
 No

5. Able to propose a culturally sensitive program plan that establishes or expands community partnerships and fosters family engagement, pathways to employment, civic engagement, consumer education, and academic enrichment?

Yes  
 No

6. Have or will hire culturally competent or culturally sensitive staff qualified to complete the objectives of the RSI program?

Yes  
 No

7. Have or will develop an effective plan to recruit, conduct outreach, and engage eligible students and their parents/sponsors/legal guardians to increase students' attendance and participation in the RSI program?

Yes

No

8. Have existing partnerships or plan to partner with community organizations and other providers to address gaps in services and meet eligible students' needs (i.e. high-risk behaviors and trauma, legal representation, case management, employment pathways)?

Yes

No

9. Collaborate or plan to collaborate with the local CRC and at least one RA, with an effective plan on how this collaboration will improve the school district's RSI program?

Yes

No

10. Have a plan to measure RSI program outcomes, capturing qualitative and quantitative data?

Yes

No

11. Will present a proposed budget that illustrates correlation between the proposed expenditures and program activities?

Yes

No

**If you answered "Yes" to all of the questions (1-11) above, you meet the minimum qualifications. Please proceed to complete the Program Narrative section of this RFQ.**



## PROGRAM NARRATIVE

### Existing Capacity and Sustainable Program Plan

1. Describe your school district's engagement practices and services for newcomers.
  - a. Briefly describe engagement practices and services for newcomers.

The **Newcomer Program** of OUSD's English Language Learner and Multilingual Achievement (ELLMA) department develops supports for newcomer students based on research and provides professional development for newcomer teachers and leaders. It ensures that newcomer students and their families have access to culturally sensitive mental health, health, legal and other social services and aligns with policies and resources for refugee and asylee students. The Newcomer Program engages recently arrived students through school-based supports and services.

All OUSD schools with newcomer students have **universal supports** which include special attention to literacy development and early reading skills as needed, at least two periods daily of specialized Designated as well as Integrated ELD across all content areas, primary language support, targeted scaffolding and structured opportunities to collaborate with advanced English Language Learners and English Only students. While some extended learning opportunities exist, after school and summer school programs do not adequately meet the needs of newcomer students.

Dedicated Newcomer Programs with **intensive supports** in language acquisition, scaffolded content and social emotional learning are located at specific elementary and secondary sites in OUSD. There are currently Newcomer Programs at the following OUSD schools:

- **Elementary Schools:** Bridges, Franklin, Garfield
- **Middle Schools:** Alliance, Bret Harte, Frick Impact Academy, Melrose Leadership Academy, Urban Promise Academy, Roosevelt, Westlake
- **High Schools:** Bret Harte (9th Grade only), Castlemont, Fremont, Oakland High, Oakland International High School
- **Continuation School:** Rudsdale Continuation School

**Services:** As part of the universal supports, counseling is provided for many newcomers who have experienced trauma. Newcomer programs at school sites also cooperate with agencies outside of school to provide additional support to the student and their families

- b. Briefly describe strategies, programs, and services for refugees.

OUSD's **Refugee & Asylee Student Assistance Program (RASAP)**, which began in 2006, is specifically devoted to the identification, support and tracking of newly-arrived

refugee students. RASAP provides crucial services to Oakland's diverse refugee student population in support of their school integration and academic success.

## **RASAP Programs & Services**

**Building a strong Foundation:** RASAP provides year-round enrollment assistance for all newly arrived refugees and asylees and their families, including support with paperwork, academic counseling, optimal school placement, and making contact with schools to coordinate in-school registration and enrollment in supplementary programming such as after school tutoring.

**Comprehensive orientation:** Overview of the U.S. school system; an overview of the OUSD; an explanation of the Neighborhood School System, the School Options Process, language testing and classification, the importance of parental involvement, general school rules and the school calendar as well as time for questions. Families also receive school supplies and information on and referrals to other relevant support programs such as tutoring, library programs, and computer literacy programs.

**Targeted Academic Support Programming:** Summer intervention program for K through 12th grade refugee students at several elementary, middle and schools across OUSD. Thanks to funding from the RSI program we have been able to offer summer school consistently. However since OUSD's refugee students are spread out across the district, and we have not been able to fund summer school teachers at every site, sometimes transportation to summer school programs is a barrier to attendance (especially for refugee families with small children).

**Parent Support and Education:** a. Parent ELD Classes: A year-round intensive English class for refugee parents and guardians, aimed at helping refugee parents improve their language skills so as to navigate the OUSD and communicate with schools. b. Interpreter coordination for Parents: Community Navigators provide interpretation for parents to participate in RASAP orientations/trainings, parent-teacher conferences, report card conferences, Individualized Education Plans, Student Support Team meetings and any other interactions with schools for which parents require interpreters. Languages currently supported include Arabic, Burmese, Karen, Dari, Pashto, Amharic, Tigrinya and Mam.

**Teacher and School Support:** RASAP provides support to school staff in the form of: Refugee student identification; professional development on refugee educational backgrounds, cultures, strengths and challenges; summer school collaboration/referrals; case-management for highest need refugee students; and language support coordination through interpreter services as mentioned above.

**Educational Case-management:** For high-need refugee students including unaccompanied minors, students in special education and students with significant mental health challenges, RASAP works with families, schools, Resettlement Agencies

and other organizations to ensure that these students receive culturally sensitive services that provide a pathway to success.

**Socio-emotional support programming:** RASAP funds and supports the following programs to provide supportive, safe environments for community building and recreation, allowing newcomer students to build confidence and language skills that in turn support their academic growth: a. Refugee Community Soccer Camp: RASAP contracts Soccer Without Borders (SWB) to run an annual soccer camp that helps to build community among refugee students ages 5-18 and provides positive recreation during the summer months. b. Soccer Program: Soccer Without Borders also provides year-round weekly soccer programming for refugee students age 10-21 at certain schools with concentrations of newcomer refugee students. Practices occur bi-weekly with weekly games on the weekends, tournaments and other special events and outings. SWB incorporates nutrition education, ESL and team-building activities into soccer programs. Soccer provides these youth with an avenue for positive engagement, a platform for personal growth, and a toolkit for their futures. c. Gardening program: RASAP will contract local independent contractor Zack Reidman to provide weekly after-school gardening programming at Oakland International High School as well as support garden development at Garfield Elementary and Ruidsdale Newcomer school. With many newcomer refugee families coming from agricultural backgrounds, the gardening program connects students to an important aspect of the culture in their home countries, while incorporating nutrition education and ESL support.

**c. Include, current strategies, programs and services for youth age 14 and above.**

All of the above mentioned newcomer and RASAP programs serve students aged 14 and above as well as their parents/family members. In Oakland, the largest body of newcomer students who are 14 and older are Unaccompanied Minors (also referred to as Unaccompanied Alien Children, Unaccompanied Immigrant Youth), many of whom are now Asylees and therefore eligible for RSI funded programs. Since 2013, OUSD has enrolled over 1,400 Unaccompanied Minors (primarily from Guatemala and El Salvador), who are supported by an Unaccompanied Minor specialist. Support includes school enrollment, referral to low-cost legal services, referral to school-based and community-based mental health services, and case management.

Programs and services that are successful at engaging and supporting Unaccompanied Minors, include:

1. *Soccer Without Borders programming:* Coaches provide mentorship, academic support and tracking and are embedded at high school sites with high numbers of Unaccompanied Minors to provide both school-day and after-school support
2. *Summer School:* A high school credit-based ELD program for 9th-12th grade refugee students allowing academic recovery for students who need additional ELD support as well as credits toward graduation.

3. *Rudsdale Newcomer Continuation School*: Designed with the needs of Unaccompanied Minors in mind and based on dozens of interviews with students, teachers and administrators, this program opened in fall of 2017. The shortened school day accommodates students who have jobs, and recruits newcomers from high school sites where they are struggling with grades and attendance. This program supports attainment of a high school diploma and life skills for many teenagers who are faced with supporting themselves while navigating a new country.

**2. How many newly arrived eligible students were enrolled during the 2017-18 school year? What data were used to identify this population? State the source of the data.**

In the 2017-2018 school year OUSD enrolled 125 newly arrived RSI-eligible students. At the time of enrollment, eligibility documentation (I-94 or SIV visa) was collected and stored in the RASAP office. These eligible students were also flagged and tracked in the OUSD student database (Aeries) to measure progress.

**3. Explain the process for determining the eligibility of students who will participate in RSI program activities.**

Refugee and SIV students are made known to OUSD through collaboration with the local Resettlement Agencies, while Asylees are identified by referrals from legal service providers, through word of mouth, and outreach by Community Navigators.

Case managers from local resettlement agencies accompany newly arrived refugee families to the RASAP office to enroll in school and at that time eligibility documentation is collected and stored in a locked file cabinet. Legal service providers inform RASAP staff as soon as youth are granted Asylee status, at which time we reach out to the family to bring their eligibility documentation to the RASAP office.

**4. Describe what plan and/or system method will be used to protect eligible students' confidential information.**

All eligibility documentation (I-94s), casenotes and other documents are filed in a locked cabinet in the RASAP office. Online student records such as grades and attendance are accessed through a password-protected district database which is accessible only to authorized users.

**5. Provide a summary of your school district's RSI program plan.**

OUSD's RSI program plan will continue existing programs for eligible students in six key areas, building upon the current initiatives of RASAP programs and responding to the acute needs of this student group. Oakland Unified School District has received an

influx of newcomer students over the last four years, most of whom fall into the status of refugee, asylee, and/or Unaccompanied Minor and require intensive and specialized services to meet their academic, socio-emotional, and mental health needs. The dramatic increase of newcomers since 2013 is an urgent issue that requires a systems-level response as many sites are unprepared to meet the unique and intense needs of this growing population. At the same time, we are seeking ways to build on the rich assets that our newcomers bring to their learning and that of their community, including linguistic and cultural diversity, global perspectives and tremendous resiliency and commitment to their education.

Positions and activity funded by RSI will be staffed with highly culturally competent, trauma-informed professionals and strengthen OUSD's working relationship with local service providers in order to coordinate specialized opportunities to advance the well-being and academic outcomes of newcomer students. Based on our experience with students who have arrived to the U.S. in the past five years, the programs with highest impact engage students directly and assist their integration socially, emotionally and linguistically while involving parents in the process. Based on that knowledge and needs identified by the RASAP program and families it serves in Oakland, we have identified the following activity areas:

1. Building A Strong Foundation: RASAP will run the following activities to help newly resettled refugee students and parents build a strong foundation in the U.S. school system:

a. School Enrollment: RASAP will provide year-round enrollment assistance for all newly arrived refugees and asylees and their families each year, including support with necessary paperwork, academic counseling, optimal school placement, transportation assistance, and making contact with schools to coordinate in-school registration and enrollment in supplementary school based programming such as after school tutoring.

2. Targeted Academic Support Programming: RASAP will run the following targeted academic support programs for refugee students:

Summer School programming & case management: RASAP will run or support the following targeted academic programs for refugee youth over the summer, a time during which students are known to lose language, academic and social progress made during the school year.

a. A summer intervention program for K through 8th grade refugee students at various elementary and middle schools across OUSD.

b. A high school credit-based ELD program for 9th-12th grade refugee students at various high schools across OUSD. Students who successfully complete the 5-week course will be awarded 5-10 high school credits toward graduation.

c. An extensive case management system for refugee students ineligible for the above programs, including middle school age refugee students. Case management will include referrals to programming at other schools, Park and Rec, libraries, community colleges, etc.

3. Parent Support and Education: RASAP will build/expand upon the following parent support programs:

a. Parent ESL Classes: A year-round English class for refugee parents and guardians, aimed at helping refugee parents improve their language skills so as to navigate the OUSD and communicate with schools.

b. Interpreter coordination for Parents: RASAP will continue to coordinate interpreters for parents to participate in RASAP orientations/trainings, parent-teacher conferences, report card conferences, Individualized Education Plans, Student Support Team meetings and any other interactions with schools for which parents require interpreters.

4. Teacher and School Support: RASAP will provide support to school staff in the form of: Refugee student identification; professional development on refugee educational backgrounds, cultures, strengths and challenges; summer school collaboration/referrals; case-management for highest need refugee students; and language support coordination through interpreter services as mentioned in section 3 above.

5. Educational Case-management: For high-need refugee students including unaccompanied minors, students in special education and students with significant mental health challenges: RASAP will work with families, schools, Resettlement Agencies and other organizations to ensure that these students receive culturally sensitive services that provide a pathway to success.

6. Socio-emotional support programming: If provided supportive, safe environments for community building and recreation, newcomer students build confidence and language skills that in turn support their academic growth. RASAP will fund and support the following:

a. Refugee Community Soccer Camp: RASAP will contract Soccer Without Borders (SWB) to run an annual soccer camp that helps to build community among refugee students ages 5-18 and provides positive recreation during the summer months. SWB will train and stipend 6 refugee student coaching assistants.

b. Year round Soccer Program: RASAP will contract Soccer Without Borders (SWB) to provide weekly soccer programming for refugee boys and girls age 10-14. Practices will occur bi-weekly with weekly games on the weekends, tournaments and other special events and outings. SWB incorporates nutrition education, ESL and team-building activities into soccer programs. Soccer serves as a familiar thread that connects students to an important aspect of the culture in their home countries. Soccer provides these youth with an avenue for positive engagement, a platform for personal growth, and a toolkit for their futures.

c. Gardening Program: RASAP will contract local independent contractor Zack Reidman to provide weekly after-school gardening programming at Oakland International High School, as well as continued support for the school garden at Garfield Elementary

School and Rudsdale Newcomer Continuation School. With many newcomer refugee families coming from agricultural backgrounds, the gardening program connects students to an important aspect of the culture in their home countries, while incorporating nutrition education and ESL support.

- 6. Propose a program plan that outlines capacity.**
  - a. Describe how the school district will meet service goals outlined in the RFQ announcement and within the Standard Agreement (Exhibit A).**

OUSD is fortunate to have two full time staff members dedicated to coordinating programs for Newcomer and Refugee/Asylee students and their families. The Newcomer and Refugee /Asylee program manager and the Director of Newcomer Programs will jointly oversee RSI projects and ensure that the implementation of the goals outlined meet the terms of the agreement. Both employees work within the OUSD office of English Language Learners and Multilingual Achievement (ELLMA).

- b. Describe how the school district will manage administrative requirements of the Standard Agreement, including but not limited to providing ad hoc reports, timely reporting on service data and deliverables, and responsive communication with CDSS.**

Reporting, communicating with CDSS and managing other administrative duties are all squarely within the existing responsibilities of RASAP office, Director of Newcomer Programs and ELLMA departmental objectives.

- c. Describe how the school district will ensure quality control of practices and procedures to manage the programs and services provided by subcontractors (if any).**

The OUSD Refugee & Asylee Program Manager, Director of Newcomer Programs, and other ELLMA staff conduct regular site visits with our newcomer program staff as well as contractors providing services to newcomers (such as Soccer Without Borders, Refugee Transitions and Zack Reidman).

- 7. Describe how eligible students' needs will be assessed and the culturally sensitive and trauma informed services and activities that will be implemented.**
  - a. What screening and assessment tools will be used to identify and assess the needs of eligible students?**

All ELLMA staff and administrators at all secondary schools with newcomer programs have been trained in culturally sensitive and trauma-informed methods of engagement with newcomer students.

Thanks to OUSD's central enrollment center, potential need for support services is frequently identified by staff at the time of enrollment. Newcomer, Refugee/Asylee, and Unaccompanied Youth specialists communicate with school social workers around potential needs of incoming students. These social workers, in turn, use the Strengths and Difficulties Questionnaire (SDQ) and the Societal Academic Familial and Environmental Acculturative Stress Scale (SAFE) to further identify the wellness needs of the newcomer students and to then target services.

OUSD maintains a Newcomer Early Warning Dashboard which combines an analysis of the age at the time of enrollment, attendance rate, and credit completion (for HS students) in order to flag students at the highest risk of leaving school. This dashboard is used by school instructional leaders and social workers to target students for further intervention and support.

Instructionally, OUSD uses multiple assessments to gauge the academic needs of incoming newcomers. The initial ELPAC assessment provides a glimpse into their English proficiency. Native language assessments are used to determine level of literacy in home language, combined with a survey of educational history, in order to establish the extent of pre-existing formal education that may facilitate acquisition of English and proficiency in other context areas. The Scholastic Reading Inventory (SRI) assessment measures reading growth, and by their second year in US schools this assessment can begin to support the identification of students needing more intensive support. Finally, the English Language Gains Assessment, a part of the ELD curriculum used with newcomers in secondary schools, is used to progress monitor growth in reading as newcomers move through ELD levels

#### **b. What are the academic and mental health needs of eligible students?**

The educational and socio-emotional needs of OUSD's refugee students are extensive. Teachers, parents, support providers and students report that past trauma has had a profound effect on students' sense of physical and emotional safety, concentration, engagement in school and development of healthy relationships with peers and adults. The difficulty of the resettlement process or seeking asylum in the US, when added to refugee students' acutely traumatic pasts, requires extensive and targeted support.

Many of Oakland's refugee students have had little to no formal education prior to arriving in the U.S., and all have experienced trauma and loss. Due to a lack of or interruption in formal education, and the differences between their past education systems and those here in the U.S., refugee youth not only struggle with language, math, reading, and writing skills, but also lack a fundamental understanding of the U.S. education system.

Based on OUSD enrollment records, 100% of refugee/asylee students are classified as English Language Learners upon enrollment in OUSD schools. In addition, many refugee students arrive in the U.S. at the pre-literacy level in their own languages, which



makes their English language acquisition significantly more challenging (Mam-speaking asylee students from Guatemala are currently the predominant example of this within OUSD).

Exacerbating students' academic and linguistic challenges, new refugee parents lack an understanding of the U.S. education system and the culture of education in the U.S., and therefore feel incapable of participating in their children's education. Additionally, refugee parents often have low literacy and/or little (or no) formal schooling themselves and are thus ill-equipped to effectively support their children in Oakland schools.

OUSD's refugee students struggle in U.S. schools because U.S. school culture is drastically different than that in the refugee camps, their home countries, or countries of first asylum. Both students and parents report their frustrations with not understanding the curriculum because little study in the U.S. is conducted through textbooks and a student's accumulation of factual knowledge is only one component of his or her grade. In the U.S., students are required to participate in more group work and be active and vocal participants in class. Students and teachers report this expectation to be intimidating to most refugee students who come from cultures and school environments that center around rote memorization and more formal relationships with teachers

**c. Describe the services and activities that will improve eligible children's English-language development.**

Summer school classes, made possible by the RSI grant, are the most direct example of ELD activities. RASAP will run or support the following targeted academic programs for refugee youth over the summer, a time during which students are known to lose language, academic and social progress made during the school year.

- a. A summer intervention program for K through 8th grade refugee students at various elementary and middle schools across OUSD.
- b. A high school credit-based ELD program for 9th-12th grade refugee students at various high schools across OUSD. Students who successfully complete the 5-week course will be awarded 5-10 high school credits toward graduation.

Soccer Without Borders and gardening programs provided by Zack Reidman incorporate English language acquisition into their programming. They also provide programming and enrichment activities during in after-school and weekend hours when students would otherwise be inactive.

**d. Describe the academic support activities that will be provided to eligible students.**

Summer school classes are again the best example of academic support made possible by the RSI program. Summer school gives students who have gaps in their formal education a chance to begin to catch up with their peers. Soccer Without Borders also

provides significant support in the form of academic tracking by coaches, homework support and after-school tutoring before or after practice. Students are specifically incentivized to improve attendance and grades by gaining more playing time during games and tournaments. In addition, home-based tutors from Refugee Transitions will provide direct support with homework and ELD.

**e. Describe mental health support services to meet the needs of the eligible students.**

RASAP will work with families, schools, Resettlement Agencies and other organizations to ensure that these students receive culturally sensitive services that provide a pathway to success. Most OUSD school sites have mental health providers on campus. RASAP also provides and facilitates direct referrals to community-based partners who provide mental health services in refugee students' native languages. OUSD regularly refers clients to Partnerships for Trauma Recovery, which provides services in multiple languages.

As of July 2018, RASAP, Refugee Transitions and the International Rescue Committee began a partnership to provide mental health promotion activities and outreach specifically to Afghan students and families in Oakland.

## **Program Components**

### **8. Describe program plan activities that will improve eligible students' academic achievement (i.e. flexible scheduling, afterschool classes, weekend tutorials, online assistance).**

Summer school classes, made possible by the RSI grant, are the most direct example of supplemental support to refugee students. Soccer Without Borders and gardening programs provided by Zack Reidman also incorporate English language acquisition into their programming. These programs engage students during the summer, after school, and on weekends.

In partnership with Refugee Transitions, RASAP continues to refer hundreds of students to be matched with home-based tutors. Tutors are supervised and supported by Refugee Transitions staff and visit students at a convenient time at their homes at least once/week for 6 months. Students in need of this service are identified by RASAP and school site staff.

### **9. Describe program plan activities that will improve eligible students' civic engagement.**

Student participants in gardening programs are directly responsible for maintaining and cultivating community gardens. Harvesting vegetables from school-based gardens also improves the community and civic engagement of parents as well as neighbors.

Alumni from all RASAP funded programs often return to volunteer at school sites or with organizations that helped them, including Soccer Without Borders and Refugee Transitions, both of which heavily rely on community volunteer support.

### **10. Describe program plan activities that will broaden community partnerships, which will ensure eligible students' comprehensive needs are met.**

The main area for growth of community partnerships is creating direct connections between local non-profit legal service providers and school site staff. Since 2013, we have referred over 2,600 students (over 1,400 Unaccompanied Minors and over 1,200 other asylum-seeking children from Central America) to a small number of legal service provider partners. So far over 200 of those students have been granted asylum, at which point their attorneys have assisted in collecting the I-94 and sharing with OUSD for data collection and eligibility purposes.

Thanks to these efforts, hundreds of other students are represented by pro-bono or low-cost private attorneys in the community. This has been an incredible community effort. However, unfortunately for RASAP, those attorneys do not necessarily know about the programs that Asylee students may access in OUSD and therefore do not refer students to us once their Asylum has been granted. If funded, RASAP will continue to strengthen

and expand partnerships with local legal service providers as well as pro-bono and low-cost immigration attorneys.

**11. Describe program plan activities that will improve eligible students' consumer education (i.e. financial and computer literacy, and nutrition).**

Soccer Without Borders as well as gardening programming have strong focus on nutrition and healthy eating habits, in addition to providing nutritious and healthy foods during practices, games and events.

Summer school classes offer computer literacy programs as an integral part of ELD instruction.

Home-based tutors provide direct assistance to students and families at home in accessing internet-based services that would otherwise be challenging for non-English speakers without computer skills.

**12. Describe program plan activities that will provide employment pathways for eligible students.**

RASAP staff will continue to engage with local community based organizations to improve and expand employment training offerings for newcomer youth, in particular Unaccompanied Minors who often need to work in order to support themselves financially. RASAP staff organize field trips and help accompany youth in need of employment to partner organizations The Unity Council and Street Level Health, which both provide job search assistance.

RASAP staff will continue to refer eligible students to partner organizations 1951 Coffee Company and The Bread Project, which provide training programs and job placement to refugee youth and adults.

Soccer Without Borders participants are provided with training to become paid referees for community youth soccer leagues.

Participants in gardening programs who are high-school aged can become stipended mentors to younger students, providing valuable work experience and income.

**13. Describe program plan activities that will improve family engagement and meet the needs of the parents/guardians of eligible students. Describe the services and activities and how they will be made accessible to families (i.e. civic engagement, community garden, sports camps).**

Family engagement is a core function of the RASAP program. Ongoing parent ESL classes provided by partner agency Refugee Transitions provide the best example of services for refugee parents. Classes are held at RT offices with multi-lingual staff onsite who can support parent needs and work closely with RASAP staff to facilitate

engagement with school sites and troubleshoot any issues that arise. RT staff speak Spanish, Arabic, Tigrinya, Amharic, Dari, Pashto, Mam, Burmese and Karen.

Community navigators employed by RASAP regularly support parent engagement at school sites. Community Navigators provide interpretation for parents to participate in all types of school-based meetings or interactions with schools requiring interpretation. Languages currently supported include Arabic, Burmese, Karen, Dari, Pashto, Amharic, Trigrinya and Mam.

## **Staff Qualifications and Engagement**

### **14. List the qualifications of the school district staff that will provide services to eligible students, including those designated to administer or deliver RSI services and cultural brokers.**

#### **a. Include position requirements and duties.**

Nate Dunstan, Newcomer and Refugee/Asylee Program Manager - Nate began as the primary coordinator of RASAP in September of 2013. As a long-standing member of the East Bay Refugee Forum Steering Committee, RASAP collaborates closely with local Resettlement Agencies and the East Bay Refugee Forum. Prior to joining OUSD, Nate was director of a homeless family shelter in San Francisco and worked for the International Rescue Committee in both Oakland CA and in the overseas resettlement processing centers in Thailand and Malaysia for over four years. Nate has an M.A. in International Relations from San Francisco State University and a MSc in Forced Migration from the University of Oxford

Tom Hughes, Director of Newcomer Programs - Tom has worked in OUSD since 2001 as a teacher, teacher on special assignment, assistant principal and principal, all at schools serving newcomers. In his current capacity Tom is responsible for supporting and expanding newcomer programs across OUSD, attending to the professional development of teachers, the design of newcomer programs, and harnessing support services available to this population. Tom holds a clear Administrative Services credential and a Masters in Education from UC Berkeley.

#### **b. Describe how staff meet the academic, linguistic, and cultural needs of eligible students and their families the school district intends to serve.**

RASAP staff have cultural competency to work across cultural and linguistic differences. RASAP staff communicate with students and families regularly in Spanish and French, and rely on community navigators to help broker the linguistic and cultural needs of the diverse student body we serve.

#### **c. Describe training provided to staff to create capacity to deliver culturally sensitive services.**

The OUSD ELLMA office provides a range of trainings to educators on a regular basis in order to build their capacity to serve newcomer and refugee/asylee students. Staff who are involved in any way with the RSI program will be trained in the following areas:

- Trauma-informed response to build ability to navigate the complex emotional landscape many newcomer students carry with them
- Foundational training on language acquisition and earlier literacy development.
- Cultural and demographic backgrounds of student groups that are largely represented in OUSD's newcomer and refugee/asylee population

- Orientation to the various services available in the district and broader community to address the varied needs of our newcomer population

**15. How will the school district recruit and engage eligible students; and how will the school district engage parents/sponsors/legal guardians to increase attendance and participation in the RSI program? How will the school district engage eligible students age 14 and above? Indicate approximately what percentage of funding will be used for outreach and engagement.**

Recruitment and initial engagement begins at time of refugee student enrollment or when a student becomes an Asylee and is therefore eligible for RSI funded programs.

RASAP's Outreach and Identification system:

**Community Partner Collaboration** with local Resettlement Agencies (primarily the International Rescue Committee and Catholic Charities) to identify and support all newly resettled refugee students and their parents/guardians. RASAP meets every newcomer refugee who has arrived in Oakland through the U.S. resettlement program and coordinates with Resettlement Agency staff/volunteers to arrange enrollment and orientation days and collect required documentation. Additionally, we receive many referrals of recently granted Asylees through our partners at local non-profit legal service providers (primarily Centro Legal de la Raza, Catholic Charities of the East Bay, and East Bay Sanctuary Covenant)

**Intra-OUSD Referrals and Identification:** As part of the OUSD's centralized enrollment process, all refugee students must enroll in the Student Welcome Center where RASAP is co-located. All newly enrolled students complete a face sheet with essential background information, which is kept in locked files in the RASAP office along with copies of their I-94 forms. The OUSD student database has an internal flag that allows RASAP to track students for ongoing outreach, support and data collection purposes.

**School and community outreach** and meetings designed to inform parents, students, volunteers and community members of RASAP services. Additionally, we employ Community Navigators who make our services known to their community members in their native languages.

There will be no direct expenses on outreach and engagement. However these activities are a regular part of the job function of the OUSD Refugee & Asylee Program manager, whose position would be partially funded by RSI.

## Leveraging Community Resources

16. What service providers will your school district collaborate with to address gaps in services for eligible students? These services may include, but are not limited to, services to address high risk behaviors and trauma, legal representation, case management, and mentorship. List a minimum of three providers, describing how this collaboration will improve outcomes for eligible students and their families. Please submit support letters from each of these service providers.

<b>Service Provider:</b> Soccer Without Borders
<b>Contact Name:</b> Ben Gucciardi
<b>Address:</b> PO Box 3433 Oakland CA 94609
<b>Phone:</b> 510 859 4874
<b>E-mail:</b> <a href="mailto:ben@soccerwithoutborders.org">ben@soccerwithoutborders.org</a>
<b>Type of service provided:</b> Mentoring, academic support, after-school program, socio-emotional support
<b>Describe collaboration and expected outcome:</b> Soccer Without Borders provides year-round weekly soccer programming for refugee students aged 10-21 at certain schools with concentrations of newcomer refugee students. Practices occur bi-weekly with weekly games on the weekends, tournaments and other special events and outings. SWB incorporates nutrition education, ESL and team-building activities into soccer programs. Soccer provides youth with an avenue for positive engagement, a platform for personal growth, and a toolkit for their futures.

<b>Service Provider:</b> Refugee Transitions
<b>Contact Name:</b> Laura Vaudreuil
<b>Address:</b> 1811 11 <sup>th</sup> Ave Oakland CA 94606
<b>Phone:</b> 415 898 2151
<b>E-mail:</b> <a href="mailto:laura@reftrans.org">laura@reftrans.org</a>
<b>Type of service provided:</b> Tutoring, mentoring, parent ESL classes
<b>Describe collaboration and expected outcome:</b> RT is a long-time partner of RASAP. RT has matched over 100 OUSD students with trained tutors and mentors and provides ESL classes to parents.



<b>Service Provider:</b> Burma Refugee Family Network
<b>Contact Name:</b> Jodi de la Pena
<b>Address:</b> 1811 11 <sup>th</sup> Ave Oakland CA 94606
<b>Phone:</b> 510 891 8635
<b>E-mail:</b> <a href="mailto:jodid@brfn.org">jodid@brfn.org</a>
<b>Type of service provided:</b> Case management, advocacy and referrals for refugee families
<b>Describe collaboration and expected outcome:</b> Collaborate closely to provide case management, interpretation, and other support to refugee families. Partners on Alameda County Social Adjustment grant, which provides case management services to refugees for up to 5 years after arrival.

**17. Provide the name of the local CRC and RA(s) with whom the school district will coordinate services, and describe how this collaboration will improve outcomes for eligible students. Please submit a support letter from each one; in addition, provide a letter of support from your school district board (attach all letters with this RFQ Application).**

<b>County Refugee Coordinator:</b> Sadaf Sidiq
<b>County:</b> Alameda
<b>Address:</b> 24100 Amador St, Hayward CA
<b>Phone:</b> (510) 259-3817
<b>Email:</b> Sadaf.Siddiq@acgov.org
<b>Describe collaboration and expected outcome:</b> Coordination of services for refugees in Oakland via regularly scheduled East Bay Refugee Forum meetings and quarterly consultations. Sadaf also helps to troubleshoot specific Medi-cal, Calfresh and RCA issues with Alameda County SSA..

<b>Resettlement Agency:</b> International Rescue Committee
<b>Contact Name:</b> Hisham Zawil
<b>Address:</b> 440 Grand Ave #500, Oakland, CA 94610
<b>Phone:</b> 510 452 8222
<b>Email:</b> <a href="mailto:hisham.zawil@rescue.org">hisham.zawil@rescue.org</a>
<b>Describe collaboration and expected outcome:</b> RASP continuously consults IRC and other resettlement agencies on program design enrollment assistance and support. We have worked closely with the OUSD Refugee Specialist to identify and implement strategies of support for the benefit of refugee students and their families. RASAP has significantly improved the way OUSD assists refugee beneficiary students in the areas of academic support, English language instruction, cultural adjustment and community understanding. These areas of education support are critical to alleviate additional challenges that burden refugee beneficiaries in and out of the classroom.

**Measuring Outcomes**

**18. What methods will the school district use to document the effectiveness and outcomes of the RSI program; how will the school district measure progress toward academic enrichment, civic engagement, community partnerships, consumer education, employment pathways and family engagement? Please add the indicators for the outcomes your program intends to measure. If your program is designed to measure outcomes not listed below, please provide that information as an attachment.**

Outcomes	Indicators
1. Improved student well-being and mental health	Data source: California Healthy Kids Survey (CHKS) allows OUSD to disaggregate newcomer students in order to track wellness. We will also measure participation in extracurricular activities.
2. Increase in the number of eligible students who meet grade level requirements	Credit accumulation towards graduation as well as student scores on the district's reading inventory are available on our student information system AERIES. Refugee/asylee students are flagged for easy tracking and data collection purposes.
3. Improved English-language proficiency	The initial and annual ELPAC assessment, combined with district reading inventory provides a reliable measure of English language proficiency. Both indicators are used to determine reclassification for ELLs.
4. Improved academic performance	Multiple measures of academic performance are kept and can be disaggregated for newcomers and refugee/asylee students. Specifically: GPA, Newcomer early warning dashboard (flag students at high risk for interventions) and district reading inventory (SRI) to measure reading growth.
5. Improved school attendance rates	OUSD monitors student attendance closely and maintains chronic absence data for all students. The percent of newcomers and refugee/asylee students who are chronically absent can be monitored over time.
6. Increase in high school diploma or CHSEC attainment	The refugee flag in our database allows us to track high school graduation rates for newcomers and, specifically, refugee students.

Outcomes	Indicators
7. Increase in opportunities for newcomer student civic engagement	School-based and community garden programs will expand to offer engagement to greater numbers of students. Soccer Without Borders and Refugee Transitions, will recruit additional student alumni to volunteer or work as stipended interns.
8. Increase in newcomer student civic engagement	We will track the number of students involved in gardening, SWB and RT programs.
9. Increase in opportunities for newcomer family civic engagement	Soccer Without Borders and Refugee Transitions, will recruit additional student alumni to volunteer or work as stipended interns. School-based and community garden programs will expand to offer engagement to greater numbers of students. Community navigators employed by RASAP will provide interpretation for parents to participate in all types of school-based meetings or interactions with schools requiring interpretation. Refugee Transitions parent ESL classes promote school engagement and empower parents to become involved in their children's education.
10. Increase in newcomer family civic engagement	We will track the number of parents who participate in Refugee Transitions ESL classes, the number of alumni recruited to volunteer at SWB and RT, and the number of parents and family members involved in school based community gardens.
11. Improved coordination between the school district and local service provider networks	We will report the number of annual meetings between OUSD staff and the local Refugee Resettlement agencies, County Refugee Coordinator, Community Based Organizations, East Bay Refugee Forum and non-profit legal service providers.
12. Increase in referrals to providers that address gaps in services	Measure baseline number of referrals and track the rate of referrals during the RSI program.

<b>Outcomes</b>	<b>Indicators</b>
13. Increase in consumer education activities	We will track Soccer Without Borders, Refugee Transitions and gardening programs that offer consumer education activities.
14. Improved participation in consumer education activities	We will track the number of participants in SWB programs, as well as the number of participants in gardening programs and those served by RT home-based tutors.
15. Increase in employment pathway opportunities for newcomer students	We will report on the increase in engagement between OUSD and programs providing employment pathway opportunities to refugee students.
16. Increase in referrals to providers that foster employment pathways for newcomer families	We will track the number of students who are referred to employment training programs with partner organizations The Unity Council, Street Level Health, 1951 Coffee Company and The Bread Project.

## **Budget**

**19. How much funding are you requesting for FFY 2019? Final award amounts shall be awarded at CDSS' sole discretion and subject to the availability of funds each year. \$238,764**

**20. How many eligible students do you plan to serve in FFY 2019? This figure should be the same as the [anticipated caseload](#) noted on page six of this RFQ Application. What is the anticipated cost per case?**

We plan to serve at least 495 eligible students in FFY 2019. The anticipated cost per case is \$482.

**21. Complete the proposed program budget.**

<b>Budget Categories</b>	<b>Proposed Budget</b>
1. Personnel (Certificated and Classified)	\$155,000
2. Fringe Benefits	\$5,000
3. Substitute Teachers	\$ 0
4. Travel	\$ 1,500
5. Instructional Supplies and Materials	\$ 0
6. Equipment and Other Supplies	
<i>i. Handheld Electronic Devices (iPod, iPad, tablets, MP3 players, Android devices, e-readers)</i>	\$ 0
<i>ii. Computers Devices (computers, laptops, tablets, printers, copiers)</i>	\$ 0
<i>iii. Other Equipment</i>	\$ 0
<i>iv. Other Materials</i>	\$ 0
<i>v. Other Supplies</i>	\$ 30,000
Total Equipment and Other Supplies (sum of i.-v.)	\$ 30,000
7. Other (Specify): contracted services	\$ 40,000
8. Total Direct Charges (sum of 1-7)	\$ 231,500
9. Indirect Charges	\$ 7,264
10. TOTAL (sum of 8 and 9)	\$ 238,764

<b>Amendment Date:</b>
<b>Amendment No.:</b>
<b>Original Budget Date:</b>
*It is mutually understood that authority for the CDSS to award grants and reimburse school districts for allowable expenditures is dependent upon the appropriation of funds within a Budget Act. As a result, funding will not be released to school districts until such authority has been given by the passage/signing of the Budget Act.

**22. Complete a proposed budget narrative that shows the correlation between the proposed budget, program activities, and the number of students to be served. If applicable, complete the [Subcontractors Table](#).**

<b>Categories</b>	<b>Proposed Budget</b>	<b>Justification</b>	<b>Activity</b>
1. Personnel	\$ 155,000	Refugee program manager salary (\$75,000), 10 summer school teachers at \$8,000 each (\$80,000).	School enrollment and orientation; summer school; teacher and school support, educational case management; Parent Support and Education.
2. Fringe Benefits	5,000	\$12,000 for Refugee program manager	
3. Substitutes	\$ 0		
4. Travel	\$ 1,500	For travel to and accommodation at Refugee Training Academy and RSIG conference.	All program activities would be supported through staff development
5. Instructional Supplies and Materials	\$0		



<b>Categories</b>	<b>Proposed Budget</b>	<b>Justification</b>	<b>Activity</b>
6. Equipment and Other Supplies	\$ 30,000	AC transit bus passes for school year and summer program transport to allow students to travel across town to programs	School attendance, soccer, gardening, parent ESL classes and summer programming
7. Other (Specify): contracts with partners	\$ 40,000	Soccer Without Borders, Zack Reidman (gardening program) and Refugee Transitions	Parent support and education; Socio-emotional support programming; Targeted academic support programming
8. Total Direct Charges (sum of 1-7)	\$ 231,500		
9. Indirect Charges	\$ 7,264		
<b>TOTAL (sum of 8 and 9)</b>	<b>\$238,764</b>		

### Subcontractors Table

Subcontractor and Primary Contact Name	Proposed Budget Amount	Services and Activities Performed	Phone	E-mail
Soccer Without Borders Ben Gucciardi	\$ 17,000	Soccer Without Borders to run year-round middle school soccer teams for refugee boys and girls as well as to run annual week-long refugee soccer camp	(510) 859 4874	<a href="mailto:ben@soccerwithoutborders.org">ben@soccerwithoutborders.org</a>
Refugee Transitions Laura Vaudreuil	\$ 17,000	Refugee Transitions to provide ESL classes for over 80 parents	(415) 898 2151	<a href="mailto:laura@reftrans.org">laura@reftrans.org</a>
Zack Reidman	\$ 6,000	Zack Reidman to run a gardening program at three sites across OUSD	(510) 851 1621	zackreidman@gmail.com
	\$			
	\$			
	\$			
	\$			



**Workforce and Benefits Administration**  
24100 Amador Street, Hayward, CA 94544  
510-259-3812 / Fax: 510-259-3810  
<http://alamedasocialservices.org>

Andrea Ford  
Assistant Agency Director

---

Lori A. Cox Agency Director

September 21, 2018

Refugee School Impact Grant  
Refugee Programs Bureau  
California Department of Social Services  
744 P Street M.S. 8-9-646  
Sacramento, CA 95814

Dear Grant Selection Committee:

I am writing in support of the Oakland Unified School District's (OUSD) application for the Refugee School Impact grant. I am the Director of the Department of Workforce & Benefits Administration for the Alameda County Social Services Agency, where the agency's Refugee Coordinator is assigned. The Agency's Refugee Coordinator is in regular contact OUSD's Refugee & Asylee Student Specialist. The Social Services Agency's Refugee Coordinator has a working relationship through regularly scheduled East Bay Refugee Forum meetings and quarterly Resettlement Stakeholders meetings and remains committed to the work of the committees and the individuals and families that are served as a result of that work.

Alameda County is home to a large and diverse refugee, asylee and immigrant population. We support the strengthening of local programs in support of our refugee students and families and will continue to coordinate with OUSD to that end.

This is a unique and innovative grant that will provide refugee and immigrant school age students with opportunities for continued integration and successful academic outcomes. Alameda County is pleased to support this application, and firmly believes that this organization has the ability to make a crucial impact in the lives of immigrants and refugees in Northern California.

Sincerely,

  
Andrea Ford



September 6, 2018

Sysvanh Kabkeo, MPA, MA  
Chief Refugee Program Bureau  
State Refugee Coordinator  
California Department of Social Services  
744 P Street M.S. 8-9-646  
Sacramento, CA 95814

Dear Mr. Kabkeo,

This letter is to certify that Soccer Without Borders (SWB), a non-profit organization whose mission is to use soccer as a vehicle for positive change in the lives of refugee, immigrant and asylee youth, has collaborated with the Oakland Unified School District Refugee Program to support refugee and asylee youth in Oakland. Since 2007, SWB has worked with OUSD Refugee Program to run summer soccer camps that incorporate nutrition education and team-building activities. Additionally, we have collaborated to run year round soccer teams for middle school and high-school age refugee and asylee youth.

At a time of their lives where so much of their surroundings, customs and concepts are changing, soccer serves as a familiar thread that connects them to an important aspect of the culture in their home countries. Soccer provides these youth with an avenue for positive engagement, a platform for personal growth, and a toolkit for their futures.

Since 2007, we have engaged more than 700 refugee and asylee youth living in Oakland in our programs. We work with many of the youth for 40 weeks throughout the year, between 8-12 hours a week. For these youth, the team has become a vital source of community and a much needed outlet for recreation. Because of the significant role the teams play in the lives of the youth, our program provides motivation for school attendance and performance that has been crucial in keeping some students who struggle socially and academically enrolled in school and making their best effort in the classroom. In fact, 95% of SWB participants have stayed in school and graduated high school, compared to an OUSD average of 63%. These programs, and their important outcomes, would not have been possible without the support of OUSD's Refugee Program.

OUSD Refugee Program staff have been key in making referrals for programs, providing funding for programs, camps and special initiatives, and supporting SWB staff with best-practices and skills for



recruiting and successfully engaging refugee youth in our programs. The OUSD Refugee Program is an extremely important resource to help refugee children, youth and their families receive services from community partners such as ours. It has been a privilege to work with them over the past years, and we look forward to continuing our collaboration in years to come.

Please feel free to contact me for more information about the nature of our partnership with the OUSD Refugee Program.

Best Regards,

A handwritten signature in black ink, appearing to read "Ben Gucciardi".

Ben Gucciardi, M. Ed.  
Founding Director  
Soccer Without Borders



1811 11<sup>th</sup> Avenue, Oakland, CA 94606  
brfn.org

September 24, 2018

Sysvanh Kabkeo, MPA, MA  
State Refugee Coordinator  
Chief, Refugee Programs Bureau  
California Department of Social Services  
744 P St, M.S. 8-9-646  
Sacramento, Ca 95814

RE: Oakland Unified School District's Refugee School Impact Grant Application

Dear Mr. Kabkeo,

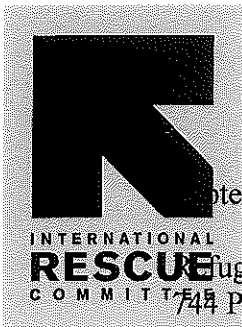
On behalf of the Burma Refugee Family Network (aka Burma Refugee Families & Newcomers), I am writing to strongly support the continued funding of the Refugee & Asylee Student Assistance Program in Oakland. Since the refugees from Burma began arriving in Oakland, the OUSD Refugee Program has been an amazing support to all of our students and families. And as the newcomer populations have changed with more unaccompanied Central American minors, Eritrean asylees and Afghan SIVS arriving, OUSD's support and our ongoing collaboration has allowed students to integrate into the U.S. school system, gain access to needed resources, and succeed academically.

The OUSD's Refugee & Asylee Student Assistance Program (RASAP) has worked closely with our communities and community leaders to ensure that our students are succeeding in school and accessing supplemental support programs such as after-school programs, tutoring services and summer school. RASAP staff have addressed issues such as special education support, school enrollment challenges, and transportation issues. In addition, because of their dedication to our community, the Refugee Student Specialist has kindly provided space and support for a dedicated BRFN staff who provides social adjustment services such as language interpretation, case management, advocacy and referrals to health care and legal resources for students and their families at the OUSD district office. It has been a vital support and services for newcomer parents and students from Burma, Eritrea, Afghanistan, Central America and other countries. The OUSD's Refugee & Asylee Student Assistance Program works in the true spirit of support and collaboration.

I urge you to provide an additional two years of funding to this office. Please feel free to contact me if you have any questions or concerns at 510-401-4440.

Sincerely,

Jodi de la Peña, MSW, ASW  
Executive Director



International Rescue Committee  
440 Grand Avenue  
Suite 500  
Oakland, CA 94610  
TEL 510.452.8222

Rescue.org

September 17, 2018

Refugee Programs Bureau  
744 P Street M.S. 8-9-646  
Sacramento, CA 95814

RE: OUSD's Application for Refugee School Impact Grant funding

Dear Funding Officers,

I am writing to express our full support for the Oakland Unified School District (OUSD) in its proposal for the RSI funding. Our agency, International Rescue Committee (IRC) in Oakland has been working together with OUSD for many years to ensure access to education for newly arrived refugee children and to support integration of children granted asylum. Based on the past positive impact of the Refugee School Impact grants awarded OUSD since 2006, we feel strongly the new funding is critical to continued support for refugee and asylee children in the OUSD.

IRC in Northern California provides comprehensive services to newly arrived refugees, Special Immigrant Visa holders and individuals granted asylum in Oakland and throughout the region. As a resettlement agency one of our responsibilities is to ensure access to public education for school age children under refugee benefits. Prior to OUSD's Refugee and Asylee Student Assistance Program's (RASAP) inception, these students faced significant struggles adapting to and integrating into the educational system in the US. Thanks to RASAP's streamlined enrollment system, these clients make informed choices now about which schools to attend, receive thorough orientations and are invited to take part in ongoing meetings at the OUSD. This is a significant help to clients and to the IRC staff. While students and their families still struggle to adapt to Oakland schools, refugee beneficiary families (and the agencies like ours who support them) now have a point person for education-related matters.

RASAP continuously consults IRC and other resettlement agencies on program design enrollment assistance and support. We have worked closely with the OUSD Refugee Specialist to identify and implement strategies of support for the benefit of refugee students and their families. RASAP has significantly improved the way OUSD assists refugee beneficiary students in the areas of academic support, English language instruction, cultural adjustment and community understanding. These areas of education support are critical to alleviate additional challenges that burden refugee beneficiaries in and out of the classroom. We look forward to the future of expanded refugee oriented programming and to future collaboration between IRC and OUSD.

On behalf of the IRC, I would like to urge you to give strong support to the OUSD RASAP in its efforts to continue to improve programming for refugee beneficiary students.

Sincerely,

Karen A. Ferguson, PhD  
Executive Director, IRC in Northern California  
[Karen.Ferguson@rescue.org](mailto:Karen.Ferguson@rescue.org)/ 510 852-8925



# refugee transitions

Education • Family Engagement • Community Leadership

September 7, 2018

Sysvanh Kabkeo, MPA, MA  
Chief, Refugee Programs Bureau  
State Refugee Coordinator  
California Department of Social Services  
744 P St, M.S. 8-9-646  
Sacramento, Ca 95814

Dear Mr. Kabkeo,

On behalf of Refugee Transitions, I am writing to express our strong support for Oakland Unified School District (OUSD)'s Refugee & Asylee Student Assistance Program.

With over 30 years of experience providing educational services to newcomers in the Bay Area, Refugee Transitions (RT) understands the need for targeted assistance for refugee and asylee youth to ensure they succeed academically. In 2006, as a result of the Refugee School Impact Grant, RT formalized its partnership with OUSD's Refugee & Asylee Student Assistance Program in order to build sustainable programs that meet the linguistic, academic, socio-emotional, and socio-cultural needs of refugee pupils. Each year since the Program began, we have seen the impact and benefits. The Refugee & Asylee Student Assistance Program provides excellent services tailored to meet the needs of refugee and asylee families by skillfully guiding them through the school enrollment process, managing programs for parents and children at schools within the district, enrolling youth in after-school tutoring programs, supporting individual education plans, offering parent classes, contracting qualified service providers, and directing families to support services.

Refugee Transitions has extensive experience working with newcomers and is connected to hundreds of newcomer families, voluntary resettlement agencies, and mutual assistance agencies around the Bay Area. In partnership with the OUSD Refugee & Asylee Student Assistance Program, RT provides English language and literacy instruction for adults as well as academic tutoring and mentoring for youth, and fills gaps in services by providing family support services and interpretation. Our mutual efforts have resulted in positive educational outcomes for newcomer families. Here is just a snapshot of success outcomes for students who benefit from RT programs that are funded by generous supporters, as well as the Refugee Impact Grant:

- 86% of RT students eligible to graduate in 2018 succeeded in completing high school. [This rate surpasses OUSD averages (for English learners) by 28%.]
- 96% of RT peer tutors enrolled in college in the last three academic years and were accepted to excellent public and private institutions; and
- RT adult students outperform California state averages for English language gains while developing the skills needed to navigate health, employment, finance, and education systems. With newly acquired English skills they learn about their rights and can more easily become naturalized citizens.



Recognizing the need for a strong, ongoing partnership, Refugee Transitions will continue to collaborate with the Refugee & Asylee Student Assistance Program to identify refugee and asylee youth in need of individualized home-based tutoring/mentoring, provide individualized support to high-need students, offer English language classes for parents at Oakland International High School and Garfield Elementary School, provide after-school and pull-out tutoring programs, and accept referrals among programs. RT has also secured funding for the Refugee & Asylee Student Assistance Program through a local funder, Oakland Fund for Children and Youth, in order to strengthen our partnership and services for unaccompanied minors who are seeking asylum.

We are grateful for this partnership, which will allow Refugee Transitions to expand its education, community leadership, and family engagement programs to ensure that newcomer families thrive and reach their potential in their new communities. Our hope is for all newcomers to have advocates within the school district and at community-based organizations.

We are also grateful to the California Department of Social Services and Refugee Programs Bureau for having the vision to develop the Refugee School Impact Grant and for helping so many refugee and asylee youth access the services needed to succeed academically.

If you have any questions, please feel free to contact me at (415) 989-2151 or via e-mail at [laura@reftrans.org](mailto:laura@reftrans.org).

Sincerely,

A handwritten signature in black ink that reads "Laura Vaudreuil". The signature is written in a cursive, flowing style.

Laura Vaudreuil  
Executive Director



**OFFICE OF THE SUPERINTENDENT**

---

September 5, 2018

Refugee Programs Bureau  
California Department of Social Services  
744 P Street M.S. 8-9-646  
Sacramento, CA 95814

Dear Grant Selection Committee,

This letter is in support of the Oakland Unified School District's English Language Learner and Multilingual Achievement Office (ELLMA) application for the Refugee School Impact grant from the California Department of Social Services. The OUSD office of the Superintendent as well as the Board of Education have a long-standing positive and collaborative working relationship with the ELLMA department, and have long supported their work with refugee and asylee youth. As Oakland's newcomer population continues to grow, the work of the ELLMA office is vital to our district's services to refugee students and families, and the RSI grant is an essential resource in support of that work.

Oakland is home to a large and diverse refugee, asylee and immigrant population, and has long been a destination for those fleeing persecution from all parts of the world. In recent years we have welcomed large numbers of newcomers, including over 1,400 children who travelled here alone from Central America and are seeking asylum. Most of our newcomer refugee students arrive with significant gaps in their formal education, have experienced trauma, and need intensive academic and social support.

OUSD supports the strengthening of local programs in support of our refugee students and families, and since 2007 the funding from the Refugee School Impact program has enabled us to do so. This funding is welcomed, appreciated, and I am pleased to support this application. If funded, OUSD and the ELLMA department have the ability to make a strong and lasting impact in the lives of refugee students and families in Oakland.

Sincerely,

Dr. Kyla Johnson-Trammell  
Superintendent

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**A. INVOICING AND PAYMENT**

1. The maximum amount payable under this agreement shall not exceed [\$XXX,XXX]. Shown below is the amount that cannot be exceeded for the Federal Fiscal Years:

2018/19	[\$XXX,XXX]
2019/20	[\$XXX,XXX]
2020/21	[\$XXX,XXX]

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the CDSS agrees to reimburse the Contractor for said services in accordance with the specified rates.
3. Contractor shall submit the request for payment using the CDSS Expenditure Report Form, along with an invoice on official school district letterhead, and supporting documentation on a quarterly basis by the due dates below:

<b>Invoice Periods</b>	<b>Due to CDSS</b>
October 1, 2018 to December 31, 2018	January 15, 2019
January 1, 2019 to March 31, 2019	April 15, 2019
April 1, 2019 to June 30, 2019	July 15, 2019
July 1, 2019 to September 30, 2019	October 15, 2019
October 1, 2019 to December 31, 2019	January 15, 2020
January 1, 2020 to March 31, 2020	April 15, 2020
April 1, 2020 to June 30, 2020	July 15, 2020
July 1, 2020 to September 30, 2020	October 15, 2020
October 1, 2020 to December 31, 2020	January 15, 2021
January 1, 2021 to March 31, 2021	April 15, 2021
April 1, 2021 to June 30, 2021	July 15, 2021
July 1, 2021 to September 30, 2021	October 15, 2021

4. Invoices shall include the CDSS Contract number, and be signed by the authorized representative in blue ink, and e-mailed on district letterhead to: RPB@dss.ca.gov.
5. Invoice payment will be conditioned upon the timely receipt by the CDSS of the RSI Progress Reports and RSI Final Performance Report from the Contractor within the specified due dates and in a manner acceptable by the CDSS. If acceptable reports are not received or a request for extension of a due date has

**EXHIBIT B  
(Standard Agreement)**

not been granted by the CDSS, invoices will not be processed and will be returned to the Contractor.

6. Purchases of equipment, supplies, and other items in excess of \$500 must be accompanied with supporting documentation and must be included with the invoice for reimbursement. The CDSS may not reimburse invoices that do not meet these requirements.
7. Minor corrections on invoices, such as mathematical errors, may be made by CDSS. Invoices that require major corrections, such as improper completion of the invoice, invoices without authorized signatures, or invoices which have been significantly altered, will not be processed and will be returned to the Contractor with an explanation of the problem and may delay payment of the invoice.

**B. STATE BUDGET CONTINGENCY CLAUSE**

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the CDSS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**C. FOR CONTRACTS WITH FEDERAL FUNDS**

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

**EXHIBIT B  
(Standard Agreement)**

4. CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

**D. PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**E. REVIEW**

CDSS reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

**F. FINAL BILLING**

Invoices for services must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

**G. NONRESIDENT TAX WITHHOLDINGS**

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have seven percent of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.

**GTC 04/2017**

**EXHIBIT C**

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted

from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may



have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that

knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D**  
**(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**A. DISPUTE PROVISIONS**

1. If the Contractor disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:
  - a. the decision under dispute;
  - b. the reason(s) Contractor believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions);
  - c. identification of all documents and substance of all oral communication which support Contractor's position; and
  - d. the dollar amount in dispute, if applicable.
  
2. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to the Contractor within 15 calendar days. The decision of the representative shall contain the following information:
  - a. a description of the dispute;
  - b. a reference to pertinent contract provisions, if applicable;
  - c. a statement of the factual areas of agreement or disagreement; and
  - d. a statement of the representative's decision with supporting rationale.
  
3. The decision of the representative shall be final unless, within 30 days from the date of receipt of the representative's decision, Contractor files with the California Department of Social Services a notice of appeal addressed to:

California Department of Social Services  
744 P Street, M.S. 8-9-646  
Sacramento, CA 95814  
Attention: Chief, Refugee Programs Bureau

Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the representative's orders and directions.

**EXHIBIT D**  
**(Standard Agreement)**

**B. TERMINATION WITHOUT CAUSE**

This Agreement may be terminated without cause by the State upon 30 days written notice to the contractor.

**C. DEBARMENT AND SUSPENSION**

For federally funded agreements, **Contractor certifies** that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any sub-contractor utilized under this agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Contractor also certifies that it or any of its sub-contractors are not listed with any active exclusions on the System for Award Management (<http://www.sam.gov>) (Executive Order 12549, 2 CFR Parts 180, 376, 417 and 2336).

**D. CERTIFICATION REGARDING LOBBYING**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

1. For Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from CDSS to perform services. By signing this Agreement, the Contractor certifies that to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this

**EXHIBIT D**  
**(Standard Agreement)**

Federal Grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- c. The Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
2. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.

**E. UNRUH CIVIL RIGHTS ACT AND THE FAIR EMPLOYMENT & HOUSING ACT**

Prior to bidding on, submitting a proposal for or executing an agreement or renewal for a State of California contract over \$100,000 on or after January 1, 2017, the bidder or proposer must certify compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**F. COMPUTER SOFTWARE COPYRIGHTS**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**G. OMB AUDIT**

Pursuant to Office of Management and Budget (OMB) audit requirement regulations (2 C.F.R. §200.501), non-federal entities that expend \$750,000 or more in a year in Federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. §

**EXHIBIT D**  
**(Standard Agreement)**

200.514 (previously OMB Circular A-133). All OMB audit reports shall meet the report submission requirements established in 2 C.F.R § 200.512 and a copy shall be forwarded to CDSS.

**H. SUBCONTRACTORS**

(Applicable to agreements in which the Contractor subcontracts out a portion of the work) Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to CDSS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of CDSS to make payments to the Contractor. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**I. INDIRECT COSTS/ADMINISTRATIVE OVERHEAD**

For agreements with other governmental entities and public universities, indirect costs are expenses incurred for administrative services such as, but not limited to, accounting; personnel and payroll administration; accounts payable services; general and specialized insurance coverage; compliance and regulatory monitoring; independent audit services; and legal services. Indirect costs are applied to personnel, operating expenses, supplies, equipment, and travel expenses. Per State Contracting Manual, Section 3.06.B, agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 of each subcontract. Any subcontractor receiving \$25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated.

**EXHIBIT E**  
**(Standard Agreement)**

**A. CONFIDENTIALITY REQUIREMENTS**

Contractor and its employees agree to comply with CDSS Confidentiality and Information Security Requirements as described in Exhibit E – Attachment 1.

**B. PROPERTY ACQUISITIONS**

1. Property, as used in this section, shall include:
  - a. Tangible property (including furniture) with a unit cost of \$5,000 or more and a useful life of one (1) year or more. Actual cost includes the purchase price plus all costs to acquire, install and prepare the equipment for its intended use.
  - b. Furniture - Standard office furnishings including desks, chairs, bookcases, credenzas, tables, coat racks, etc.
  - c. Portable Assets - Items considered "highly desirable" because of their portability and value; e.g., calculators, typewriters, dictaphones, cameras, etc.
  - d. Electronic Data Processing (EDP) Equipment - All computerized and auxiliary automated information handling equipment including those for system design and analysis, conversion of data, computer programming, information storage and retrieval, voice, video and data communications, requisite system controls, simulation and all related interactions between people and machines.
2. The State reserves title to all property of any kind purchased from, advanced, or reimbursed by, funds from the State, and not fully consumed in the performance of this Agreement. Inventory and disposition of such property is subject to this paragraph, as well as paragraphs (a), (b) below:
  - a. Contractor shall maintain an inventory record for each piece of property purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment should include the date acquired, total cost, serial number, model identification (on purchased equipment), location and any other information or description necessary to identify said equipment. Contractor shall, at the request of the CDSS, submit an inventory of property purchased under this Agreement.
  - b. At the termination of this Agreement, the Contractor shall provide a final inventory to the State, and shall at the time query the State as to the State's requirements for returning said property. Final disposition of such property shall be a State expense and in accordance with the CDSS instructions issued immediately after the receipt of the final inventory.

**The California Department of Social Services  
Confidentiality and Information Security Requirements  
Non-IT Services - v 2017 07**

This Confidentiality and Information Security Requirements Exhibit (hereinafter referred to as “this Exhibit”) sets forth the information security and privacy requirements Contractor/Entity (hereinafter referred to as “Contractor”) is obligated to follow with respect to all confidential and sensitive information (as defined herein) disclosed to or collected by Contractor, pursuant to Contractor’s Agreement (the “Agreement”) with the California Department of Social Services (hereinafter “CDSS”) in which this Exhibit is incorporated. The CDSS and Contractor desire to protect the privacy and provide for the security of CDSS Confidential, Sensitive, and/or Personal (CSP) Information (hereinafter referred to as “CDSS CSP”) in compliance with state and federal statutes, rules and regulations.

- I. **Order of Precedence.** With respect to information security and privacy requirements for all CDSS CSP, unless specifically exempted, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between Contractor and CDSS and shall prevail over any such conflicting terms or conditions.
- II. **Effect on lower tier transactions.** The terms of this Exhibit shall apply to all lower tier transactions (e.g. agreements, sub-agreements, contracts, subcontracts, and sub-awards, etc.) regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each lower tier transaction to its agents, contractors, subcontractors, or independent consultants, etc.
- III. **Confidentiality of Information.**
  - a. **DEFINITIONS.** The following definitions apply to this Exhibit and relate to CDSS Confidential, Sensitive and/or Personal Information.
    - i. “Confidential Information” is information maintained by the CDSS that is exempt from disclosure under the provisions of the California Public Records Act (Government Codes Sections 6250 et seq.) or has restrictions on disclosure in accordance with other applicable state or federal laws.
    - ii. “Sensitive Information” is information maintained by the CDSS, which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information is information in which the disclosure would jeopardize the integrity of the CDSS (i.e., CDSS’ fiscal resources and operations).
    - iii. “Personal Information” is information, in any medium (paper, electronic, or oral) that identifies or describes an individual (i.e., name, social security number, driver’s license, home/ mailing address, telephone number, financial matters with security codes, medical insurance policy number, Protected Health Information (PHI), etc.) and must be protected from inappropriate access, use or disclosure and must be made accessible to information subjects upon request. It can also be information in the possession of the Department in which the disclosure is limited by law or contractual Agreement (i.e., proprietary information, etc.).



- iv. "Breach" is
  1. the unauthorized acquisition, access, use, or disclosure of CDSS CSP in a manner which compromises the security, confidentiality or integrity of the information; or
  2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
- v. "Information Security Incident" is
  1. an attempted breach;
  2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDSS CSP, in violation of any state or federal law or in a manner not permitted under the Agreement between Contractor and CDSS, including this Exhibit; or
  3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDSS CSP.
- b. CDSS CSP which may become available to the Contractor as a result of the implementation of the Agreement shall be protected by the Contractor from unauthorized access, use, and disclosure as described in this Exhibit.
- c. Contractor is notified that unauthorized disclosure of CDSS CSP may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:
  - California Welfare and Institutions Code section 10850
  - Information Practices Act - California Civil Code section 1798 et seq.
  - Public Records Act - California Government Code section 6250 et seq.
  - California Penal Code Section 502, 11140-11144, 13301-13303
  - Health Insurance Portability and Accountability Act of 1996 ("HIPAA") - 45 CFR Parts 160 and 164
  - Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50
- d. **EXCLUSIONS.** "Confidential Information", "Sensitive Information", and "Personal Information" (CDSS CSP) does not include information that
  - i. is or becomes generally known or available to the public other than because of a breach by Contractor of these confidentiality provisions;
  - ii. already known to Contractor before receipt from CDSS without an obligation of confidentiality owed to CDSS;
  - iii. provided to Contractor from a third party except where Contractor knows, or reasonably should know, that the disclosure constitutes a breach of confidentiality or a wrongful or tortious act; or
  - iv. independently developed by Contractor without reference to the CDSS CSP.

#### IV. Contractor Responsibilities.

- a. The Contractor shall instruct all employees, agents, and subcontractors with access to the CDSS CSP regarding:
  - i. The confidential nature of the information;
  - ii. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, Penal Code Section 502 and other state and federal laws;
  - iii. CDSS procedures for reporting actual or suspected information security incidents in Paragraph V - Information Security Incidents and/or Breaches; and
  - iv. That unauthorized access, use, or disclosure of CDSS CSP is grounds for immediate termination of this Agreement with CDSS, and the Contractor and may be subject to penalties, both civil and criminal.
- b. **Use Restrictions.** The Contractor shall take the appropriate steps to ensure that their employees will not intentionally seek out, read, use, or disclose the CDSS CSP other than for the purposes of providing the requested services to CDSS and meeting its obligations under the Agreement.
- c. **Disclosure.** The Contractor shall not disclose any individually identifiable CDSS CSP to any person other than for the purposes of providing the requested services to CDSS and meeting its obligations under the Agreement. Contractor is permitted to disclose individually identifiable CSP with the consent of the individual to its service providers, its vendors, and its partners for the purposes of Contractor providing services to CDSS or otherwise to meet Contractor's obligations under the Agreement. For CDSS CSP, Contractor must provide CDSS Program Manager and CDSS Information Security Office with a list of Contractor authorized service providers and ensure they are bound by obligations sufficient to protect CSP in accordance with this Agreement.
- d. **Subpoena.** If Contractor receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CDSS CSP, Contractor will immediately notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer. In no event should notification to CDSS occur more than three (3) business days after receipt by Contractor's responsible unit for handling subpoenas and court orders.
- e. **Confidentiality Safeguards.** The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the CDSS CSP that it creates, receives, maintains, uses, or transmits pursuant to the Agreement. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- f. Nothing in this Agreement shall restrict the Contractor's use of:
  - i. Information obtained by the Contractor from public records or other sources generally available to the public, including but not limited to, academic publications and data extracts.
  - ii. The Contractor's pre-existing data, reports or similar information.

- iii. Non-confidential information received by the Contractor from a third party or non-confidential information created or developed by the Contractor, with the exception of information specifically identifying or intending to identify an applicant for, or recipient of, public social services.

**V. Information Security Incidents and/or Breaches**

- a. **Information Security Incidents and/or Breaches Response Responsibility.** The Contractor shall be responsible for facilitating the Information Security Incident and/or Breach response process as described in California Civil Code 1798.29(e), California Civil Code 1798.82(f), and State Administrative Manual (SAM) Section 5340, Incident Management.
- b. **Discovery and Notification of Information Security Incidents and/or Breaches.** The Contractor shall notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer within one (1) business day by telephone call and email upon the discovery of the Information Security Incident and/or Breach affecting the security of CDSS CSP if the CDSS CSP was, or is reasonably believed to have been, acquired by an unauthorized person, or there is an intrusion, potential loss, actual loss, or unauthorized use or disclosure of the CDSS CSP is in violation of this Agreement, this provision, or applicable law. The Contractor shall take:
  - i. Prompt corrective action to mitigate the risks or damages involved with the Information Security Incident and/or Breach and to protect the operating environment; and
  - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- c. **Isolation of System or Device.** A system or device containing CDSS CSP compromised by an exploitation of a technical vulnerability shall be promptly disconnected or quarantined and investigated until the vulnerability is resolved. Contractor will notify CDSS CSP within one (1) business day of a confirmed exploitation of a technical vulnerability and keep CDSS informed as to the investigation until resolution of the vulnerability is completed.
- d. **Investigation of Information Security Incidents and/or Breaches.** The Contractor shall promptly investigate Information Security Incidents and/or Breaches. CDSS shall have the right to participate in the investigation of such Information Security Incidents and/or Breaches. CDSS shall also have the right to conduct its own independent investigation, and the Contractor shall cooperate fully in such investigations.
- e. **Updates on Investigation.** The Contractor shall provide regular (at least once a week) email updates on the progress of the Information Security Incident and/or Breach investigation to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer until they are no longer needed, as mutually agreed upon between the Contractor and the CDSS Information Security and Privacy Officer.

- f. Written Report.** The Contractor shall provide a written report of the investigation to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer within thirty (30) business days of the discovery of the Information Security Incident and/or Breach. To the extent Contractor has such information, the report shall include but not be limited to the following:
- i. Contractor point of contact information;
  - ii. Description of what happened, including the date of the Information Security Incident and/or Breach and the date of the discovery of the Information Security Incident and/or Breach, if known;
  - iii. Description of the types of CDSS CSP that were involved and the extent of the information involved in the Information Security Incident and/or Breach;
  - iv. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CDSS CSP;
  - v. A description of where the CDSS CSP is believed to have been improperly transmitted, sent, or utilized;
  - vi. A description of the probable causes of the improper use or disclosure;
  - vii. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and
  - viii. Full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Information Security Incident and/or Breach.
- g. Cost of Investigation and Remediation.** Per SAM Section 5305.8, the Contractor shall be responsible for all costs incurred by CDSS due to Information Security Incidents and/or Breaches resulting from the Contractor's failure to perform or from negligent acts of its personnel, and resulting in the unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. These costs include, but are not limited to, notice and credit monitoring for impacted individuals, CDSS staff time, material costs, postage, media announcements, and other identifiable costs associated with the Information Security Incident, Breach and/or loss of data.

**VI. Contact Information.** To direct communications to the above referenced CDSS staff, the Contractor shall initiate contact as indicated herein. CDSS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

<b>CDSS Program Contract Manager</b>	<b>CDSS Information Security &amp; Privacy Officer</b>
See the Scope of Work exhibit for Program Contract Manager information	California Department of Social Services Information Security & Privacy Officer 744 P Street, MS 9-9-70 Sacramento, CA 95814  Email: iso@dss.ca.gov Telephone: (916) 651-5558

**VII. Termination.** An Information Security Incident and/or Breach by Contractor, its employees, agents, or subcontractors, as determined by CDSS, may constitute a material breach of the Agreement between Contractor and CDSS and grounds for immediate termination of the Agreement.

EXHIBIT F

Refugee School Impact Program  
Student Enrollment Methodology Form  
Academic Year 2017-18

Authorized Representative: Nate Dunstan

County: Alameda

School District: Oakland Unified School District

Enter the number of eligible students enrolled according to the single method used to determine the number of eligible students enrolled.

Method 1: Estimation based on foreign-born data

(include **Exhibit F – Attachment 1**)

\_\_\_\_\_

Method 2: Survey results indicating refugee

(Include **Exhibit F – Attachment 1**)

\_\_\_\_\_

Method 3: Other method

(As described in questionnaire response)

\_\_\_\_\_

Total number of eligible students enrolled in the school district  
OUSD data shows 956 eligible students

Existing

\_\_\_\_\_

Total number of students enrolled in the school district

37,075

\_\_\_\_\_



**Exhibit G**

**Refugee School Impact Program  
Assurance Form**

I certify that the information in this Assurance Form is accurate and complete.

- Our Refugee School Impact (RSI) program coordinator will maintain records of collaboration with the local or nearest County Refugee Coordinator, one resettlement agency, and three service providers. We will regularly attend the local refugee forum meeting, if one meets in our area. The records will be available for review and/or audit by the California Department of Social Services (CDSS).
- Our RSI program coordinator will maintain complete documentation of program activities and expenditures. The records will be available for review by CDSS.
- Our RSI program coordinator will be required to verify that each student participating in RSI funded activities meets eligibility requirements. We will maintain eligibility documentation certifying that the student is eligible to participate in RSI activities.
- Our RSI program coordinator will provide case management and document service levels for compliance with contract requirements. Case files will contain documentation verifying student eligibility, services provided, student and family participation, and service outcomes.

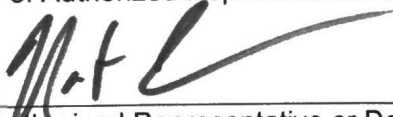
I, the official named below, hereby swear that I am duly authorized legally to bind the grant recipient to the certification described above. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California. In addition, I certify that, to the best of my knowledge, the information contained in this RFQ is complete and correct.

Nate Dunstan

Program Manager, Refugee

Printed Name of Authorized Representative or Designee

Title



10/2/2018

Signature of Authorized Representative or Designee

Date

**Oakland Unified School District**

Name of Applicant

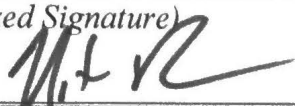


Exhibit H

CCC-1005

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Oakland Unified School District		<i>Federal ID Number</i> 0628050
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Nate Dunstan, Program Manager Refugee & Newcomer		
<i>Date Executed</i> 10/2/18	<i>Executed in the County of</i> ALAMEDA	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the

### Exhibit H

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other

### Exhibit H

than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

### DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

### Exhibit H

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are

### Exhibit H

some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.