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Board Cover Memorandum

To Board of Education

From Denise G. Saddler, Interim Superintendent
Sondra Aguilera, Chief Academic Officer
Julie Kessler, Director of Newcomer Programs

Meeting Date April 1, 2026

Subject Amendment No. 4, Grant Agreement - California Department Social Services - California Newcomer Education and Well-Being - English Language Learner and Multilingual Achievement Office

Ask of the Board X Approve Amendment No. 4 to previous CalNew Grant Agreement with California Department of Social Services

Background and Recommendation The English Language Learner and Multilingual Achievement (ELLMA) team is in a multi year grant agreement with CDSS CalNew to support English Language Learner Students.

We are proposing to amend this grant with the additional \$1,198,000 that CDSS has awarded us to further develop our English Language Learner Student work to support our Students With Interrupted Formal Education.

Term Start Date: 7/1/2021 End Date: 06/30/2027

Not-To-Exceed Amount \$4,776,306.56

Fiscal Impact #CalNEW20-OUSD A-4 Grant

Attachment(s)

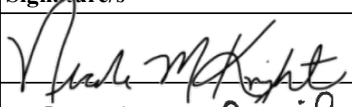
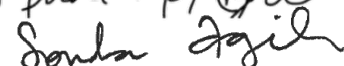
- Grant Face Sheet
- Grant Agreement
- Exhibit A
- Exhibit B
- Exhibit E
- 25-1532 - Amendment No. 3
- 24-2876 - Amendment No. 2
- 23-1659 - Amendment No. 1
- Original Grant Agreement, File ID #21-1430,
Enactment #21-1033

OUSD Grants Management Face Sheet

OUSD Grants Management Face Sheet	
Title of Grant:	Funding Cycle Dates:
Inter-CalNew-District SIFE Curriculum Development	<i>7/1/2021 to 6/30/2027</i>
Grant's Fiscal Agent: (contact's name, address, phone number, email address)	Grant Amount for Full Funding Cycle:
Giselda Loza Refugee Programs Bureau California Department of Social Services	Grant for OUSD in an amount not to exceed \$4,776,306.56
Refugee Programs Bureau California Department of Social Services 744 P Street MS 9-6-646 Sacramento, CA 95814 916-654-1248	
Jasmin.Kosydar@dss.ca.gov	
Funding Agency:	Grant Focus:
Refugee Programs Bureau California Department of Social Services 744 P Street MS 9-6-646 Sacramento, CA 95814	We are proposing that OUSD receive a CalNew amendment to partner with The SIFE Equity Project (TSEP) to develop a SIFE curriculum in collaboration with other CalNew grantees to be available for use by all CalNew districts.
List all School(s) or Department(s) to be Served:	
All ELLS in OUSD through the ELLMA Department	

Information Needed	School or Department Response	
<p>How will this grant contribute to sustained student achievement or academic standards?</p>	<p>Given the extensive labor required of teachers to fully scaffold curriculum for SIFE with developing literacy, this curriculum will provide a complete set of materials for the fully developed unit (i.e. the differentiated readings and questions, the PowerPoints/Google Slide decks for teachers, detailed lesson plans with linked documents that help teachers see clearly what they need to do, student-facing activity guides that are fully scaffolded and differentiated, card sorts, graphic organizers, and other activities that help to “amplify” learning).</p>	
<p>How will this grant be evaluated for impact upon student achievement?</p> <p>(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 3.89% 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.)</p>	<p>Student impacts will be measured according to the rate of cohort graduation of HS newcomer students, as well as the rate of attrition of non-graduating newcomer students year over year. Measurement tools already exist to support this measurement.</p>	
<p>Does the grant require any resources from the school(s) or district? If so, describe.</p>	<p>No</p>	
<p>Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?</p> <p>(If yes, include the district’s indirect rate of 3.89% for all OUSD site services in the grant’s budget for administrative support, evaluation data, or indirect services.)</p>	<p>Services are being paid through an OUSD contract or MOU</p>	
<p>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.)</p>	<p>No</p>	
<p>Who is the contact managing and assuring grant compliance? (Include contact’s name, address, phone number, email address.)</p>	<p>Name/Title:</p>	<p>Julie Kessler Director of Newcomer and ELL Programs</p>
	<p>Site:</p>	<p>954</p>
	<p>Address:</p>	
	<p>Phone:</p>	<p>(415) 269-2027</p>
	<p>Email:</p>	<p>julie.kessler@ousd.org</p>

Applicant Obtained Approval Signatures:

Name/s	Entity	Signature/s	Date
Nicole Knight	Department Chief		03/04/26
Sondra Aguilera	Chief Academic Officer		3/4/2026

Grant Office Obtained Approval Signatures:

Name/s	Entity	Signature/s	Date
	Fiscal Officer		
Denise G. Saddler	Interim Superintendent		

STANDARD AGREEMENT

GRANT AGREEMENT NUMBER
CalNEW20-OUSD-A4

GRANT (NEW) (AMENDED)

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

State Agency's Name
California Department of Social Services

Grantee's Name
Oakland Unified School District

2. The term of this Agreement is:

Start Date 07/01/2021	Through End Date 06/30/2027
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3. The maximum amount of this Agreement is: ~~\$3,578,306.56~~ **\$4,776,306.56**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	9
Exhibit A-1		
Exhibit A-2		
Exhibit A-3		
Exhibit A-4		
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit B-1	Budget Narrative and Justification	3
Exhibit B-2		
Exhibit B-3		
Exhibit B-4		
Exhibit C		
Exhibit C-1		
Exhibit C-2		
Exhibit D	Special Terms and Conditions	4
Exhibit D-1		
Exhibit D-2		
Exhibit E	Additional Provisions	6
Exhibit E-1		
Exhibit E-2		

Exhibits	Title	Pages
Exhibit F		
Exhibit F-1		
Exhibit F-2		
Exhibit G		
Exhibit G-1		
Exhibit G-2		
Exhibit H		
Exhibit H-1		
Exhibit H-2		
Exhibit I		
Exhibit I-1		
Exhibit I-2		

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

GRANTEE

Grantee's Name (if other than an individual, state whether a corporation, partnership, etc.) Sondra Aguilera			
Grantee's Business Address Oakland Unified School District- 1011 Union Street	City Oakland	State CA	Zip 94607
Printed Name Of Person Signing Sondra Aguilera	Title Chief Academic Officer		
Grantee Authorized Signature <i>Sondra Aguilera</i>	Date Signed 3/4/2026		

STATE OF CALIFORNIA

Agency Name California Department of Social Services			
Agency Business Address 744 P Street, M.S. 9-6-646	City Sacramento	State CA	Zip 95814
Printed Name Of Person Signing Eliana Kaimowitz	Title Director, Office of Equity		
Agency Authorized Signature	Date Signed		

Exemption or Other (If applicable)
 The parties mutually agree to this amendment as follows. All actions noted below are by this reference made part of this agreement and incorporated herein: Grant Agreement CalNEW20-OUSD A-4 originally made and entered into on 8/28/2025 is amended as follows:
 The maximum amount of this Agreement has been increased from \$3,578,306.56 to \$4,776,306.56. All other terms and conditions of agreement shall remain the same.

EXHIBIT A
(Grant Agreement)

SCOPE OF WORK

A. BACKGROUND AND PURPOSE

Section 87 of Senate Bill 98 (Chapter 24, Statutes of 2020) added Chapter 5.4 (Section 13265) to Part 3 of Division 9 of the Welfare and Institutions Code (WIC) authorizing the California Department of Social Services (CDSS) to administer the California Newcomer Education and Well-Being (CalNEW) program to provide services to newcomer pupils, English learners, and immigrant families.

Per WIC Section 13265 the following definitions apply:

1. English Learner – Has the same meaning as defined in Section 306 of the Education Code. Education Code Section 306, in turn, follows the definition in the federal No Child Left Behind Act of 2001 (20 USC Section 7801(2). An “English Learner” is an individual
 - a. who is aged 3 through 21;
 - b. who is enrolled or preparing to enroll in an elementary school or secondary school;
 - c. 1) who was not born in the United or whose native language is a language other than English;
2) i. who is Native American or Alaska Native, or a native resident of the outlying areas; and
ii. who comes from an environment where a language other than English has had a significant impact on the individual’s level of English language proficiency; or
iii. who is migratory, whose native language is a language other than English, and wo comes from an environment where a language other than English is dominant; and
 - d. whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the individual –
 - 1) the ability to meet the challenging State academic standards;
 - 2) the ability to successfully achieve in classrooms where the language of instruction is English; or
 - 3) the opportunity to participate fully in society.
2. Immigrant Families – Families with household members and immediate relatives of pupils in which one or more of the members or relatives are not United States citizens.
3. Newcomer Pupil – Has the same meaning as “immigrant children and youth” as defined in Section 7011(5) of Title 20 of the United States Code.

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As defined in that section, the term “immigrant children and youth” means individuals who—

- a. are aged 3 through 21;
- b. were not born in any State; and
- c. have not been attending one or more schools in any one or more States for more than 3 full academic years.

Section 59 of Assembly Bill (AB) 89 (Chapter 7, Statutes of 2020) appropriated fifteen (\$15,000,000) from the State General Fund to CDSS to provide services under the CalNEW program. The Budget Act of 2022, Senate Bill (SB) 154, Item 5180-161-0001, appropriated an additional \$5 million for this purpose. The Budget Act of 2023, Senate Bill (SB) 101, Item 5180-161-0001, appropriated \$6.9 million. The Budget Act of 2024, AB 107, Item 5180-161-0001, appropriated \$6.9 million.

The CalNEW program provides supplemental resources to school districts with significant numbers of newcomer pupils, or a significant population of English learner students.

The goal of the CalNEW program is to provide linguistically and culturally responsive support services to newcomer pupils, English learners, and immigrant families using school sites as the services hub. The purpose of the CalNEW program is to support the academic performance of these students as well as the successful integration of these students and their families into their new communities.

The funds provided for services pursuant to this Agreement shall be for the sole purpose of providing linguistically and culturally responsive case management and support services to youth and families as approved by CDSS in the Grantee’s program plan. CalNEW grantees shall ensure adequate staffing to coordinate and/or conduct services, which shall include, but not be limited to:

1. Connections for Basic Needs Support – Connect families with resources and services to address critical basic needs, such as food, housing, and health care, to support family stability and well-being.
2. Family Engagement and Empowerment – Integrate parents into the school community and equip them with the resources, information, and capacity to partner with schools in supporting their children’s education.
3. Youth Engagement and Development – Support the academic, linguistic and socioemotional growth of students, and build pathways to postsecondary success.

**EXHIBIT A
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Grantee is also responsible for participating in the Department's program evaluation and technical assistance activities, including:

1. Coordination and collaboration with the CalNEW program evaluation and technical assistance provider.
2. Participation in data collection, consultative sessions, and community of practice activities.

B. TERMS AND CONDITIONS

The Oakland Unified School District agrees and understands that as a condition of funding, the Grantee shall provide the services as described and required in this Agreement, which incorporates by reference the California Newcomer Education and Well-Being Program Guidelines 2021- 2027.

1. Term:
 - a. The term of this Agreement shall be July 1, 2021, through June 30, 2027.
2. Grantee Final Program Plan and Budget:
 - a. Grantee shall prepare and submit to the CDSS a Final Program Plan, upon final execution of this Agreement, which shall identify how the Grantee will provide the services in Exhibit A of this Agreement and shall include a narrative addressing the following:
 - 1) Existing capacity and program sustainability;
 - 2) A plan to leverage existing infrastructure;
 - 3) Data showing a high number of pupils and families that meet the eligible population requirements. The school district must include a plan to identify eligible CalNEW program participants;
 - 4) A plan to implement service components and ensure staff capacity;
 - 5) Capacity to administer the program;
 - 6) A plan to execute agreements (subgrants);
 - 7) Proposed outcomes and measures; and
 - 8) A program plan budget including budget line items, a budget narrative, and a subgrantee table.
 - b. Grantee may modify the Final Program Plan only with prior written consent from the CDSS. Said changes to the Final Program Plan shall not require an amendment to the Agreement.

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(Grant Agreement)**

- c. As necessary to comply with amendments, the Grantee shall prepare and submit an Addendum to their Program Plan to incorporate any additional requirements under the Agreement and/or Program Guidelines.
- d. The Final Program Plan shall be subject to CDSS approval.

C. GRANTEE RESPONSIBILITIES

The Grantee shall:

- 1. Undertake, carry out, and complete, in a competent and satisfactory manner, all the work and services set forth in this Agreement and the Final Program Plan.
- 2. Grantee may subgrant with an individual or non-profit organization to perform part or all the services described in Exhibit A of this Agreement, only upon advance written approval from CDSS. Grantees that subgrant shall:
 - a. Ensure that, at all times during the term of this Agreement, subgrantees maintain the qualifications required to provide the services for which the Grantee receives funding.
 - b. Provide to CDSS a signed agreement between Grantee and each subgrantee within 90 days of the final execution of this Agreement that describes the services to be provided by the subgrantee pursuant to this Agreement, and the compensation to be received by the subgrantee for performing said services.
 - c. Assume responsibility for all work performed under this Agreement. If any subgrantee fails to perform a portion of the work in a manner satisfactory to the CDSS, the subgrantee shall be removed immediately upon written request of the CDSS and shall not be re-employed in the work.
 - d. Verify status and/or satisfactory completion of the activities by subgrantees before submitting an Invoice Claim Form or report, which includes the subgrantee's activities.
 - e. Not substitute any subgrantee without advance written consent of the CDSS.
- 3. Maintain records of any and all services performed for a period not less than three (3) years after final payment or until the completion of any ongoing audits.
- 4. Provide the CDSS with unrestricted access to all documents, files, reports, materials, and data including, but not limited to: eligibility affidavits, progress

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reports, expenditure reports, invoices, and workshop materials, as discussed in the following provisions developed by the Grantee or their subgrantees for purposes of the CalNEW program within three (3) working days of request.

5. Verify that youth participating in CalNEW funded activities meet eligibility requirements and maintain an affidavit, signed by the Grantee's agent, with the authority to sign on the Grantee's behalf, certifying that youth and families receiving CalNEW services and participating in CalNEW activities are eligible.
6. Leverage existing relationships with organizations and trusted messengers in the community to reach families and promote access to safety net programs. Collaborate and provide evidence of collaboration as instructed by the CDSS with a minimum of four community-based organizations.
7. Provide CalNEW Progress Reports in the format and within the time frames specified by the CDSS. Reports must address how the Grantee is meeting the objectives of the CalNEW program and shall include, but not be limited to, qualitative and quantitative data addressing connections for basic needs support, family engagement and empowerment, and youth engagement and development.

NOTE: Grantee's semi-annual Progress Reports are an integral part of the State's ability to meet CalNEW reporting requirements. Completion of reports is the Grantee's responsibility. These documents are used in the development of the allocation methodology and for required reports to the CDSS Directorate, the Governor's Office, and the State Legislature; therefore, it is incumbent that the Grantee submits them on the dates noted in the most recent Program Guidelines.

8. Submit a CalNEW Final Performance Report in the format and within the time frame specified by the CDSS. The CalNEW Final Performance Report must address how the Grantee met the objectives of the CalNEW program and shall include, but not be limited to, qualitative and quantitative data addressing connections for basic needs support, family engagement and empowerment, and youth engagement and development.
9. Provide CalNEW Expenditure reports, school district invoices, and supporting documentation in the format and within the time frames to be specified by the CDSS.
10. Meet with CDSS staff as necessary regarding the operation of the CalNEW program.

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11. Reimburse the CDSS for any disallowed costs as determined by a state and/or federal audit or review.
12. Participate and present at conferences and workshops, at the request of the CDSS, in order to disseminate and share CalNEW program activities, program knowledge and best practices, and network and exchange information with other organizations regarding the CalNEW program.
13. Participate in all Technical Assistance and Evaluation activities and respond to inquiries from the CDSS and the evaluator.
14. **Develop a curriculum for Students with Interrupted Formal Education including theoretical framework and guiding principles.**

D. ALLOWABLE ACTIVITIES

Allowable activities include support services and activities that will foster connections for basic needs support, family engagement and empowerment, and youth engagement and development. In accordance with the Program Guidelines, allowable services and activities may include, but are not limited to:

1. Resource mapping;
2. Partnerships with local organizations to assist in addressing basic needs, including physical and mental health, housing, food, and transportation;
3. Partnerships and outreach to increase access to public benefits;
4. Partnerships with legal immigration service providers to conduct on-site outreach for the CalNEW program;
5. Individualized support to immigrant families;
6. School events focused on engaging, informing, and supporting immigrant families;
7. Parent workshops to introduce immigrant families to leadership opportunities and inform them of available feedback;
8. Targeted parent education sessions on digital literacy, early literacy, English as a Second Language and citizenship classes, and other relevant topics;
9. Academic enrichment and intervention, including out of school time and summer programs, support groups, extracurriculars, and athletics;

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10. Providing leadership opportunities for newcomer youth through school site and district newcomer youth leadership councils;
11. Encouraging youth participation in the CalNEW Community of Practice's Statewide Youth Council;
12. Increasing student access to college counseling, career counseling and higher education preparation programs; and
13. Increasing completion of Career Technical Education pathway programs.

E. ADDITIONAL TERMS AND CONDITIONS

Grantee shall:

1. Expend funds only as described in Exhibit B – Budget Detail and Payment Provisions of this Agreement, unless prior written permission is granted by the CDSS.
2. Maintain and manage records of CalNEW program activities and expenditures in accordance with all applicable state and federal privacy laws.
3. Comply with any written response from the CDSS to the Grantee's reports, including requested due dates for any additional information or required reports.
4. Return any improper payment or overpayment.

F. CDSS RESPONSIBILITIES

The CDSS shall:

1. Provide program consultation and technical assistance to the Grantee upon request. A CDSS Grant Manager will be assigned to assist the Grantee. The Grant Manager will be the primary contact responsible for consultation and assistance to the program.
2. Monitor and evaluate the Grantee's performance, expenditures, and service levels for compliance with grant requirements. The CDSS may review data, eligibility documentation, materials, publications, curricula used by the program, etc., and all fiscal records related to the program. Grant monitoring shall be accomplished in a manner, location, and time at the sole discretion of the CDSS.
3. Provide the Grantee with reporting forms and/or formats and time frames for submission of reports.

**EXHIBIT A
(Grant Agreement)**

4. Evaluate Grantee's semi-annual Progress Report and Final Program Report for compliance and provide a written response within 15 days of receipt if the report is determined inconsistent with reporting requirements. Grantees are to comply with the CDSS' written response, including requested due dates for any additional information or required reports.
5. Review all invoices submitted by Grantee 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 Grantee shall be responsible for the return of any improper payment 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 grant decisions. The evaluation shall include, but is not limited to, grant 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 Grantee, and must be mutually approved in writing by the CDSS and Grantees, before any changes can be implemented.
2. 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 Grantee or the CDSS, respectively.
3. Exhibit E – Attachment 1, CDSS Information Confidentiality and Information Security Requirements shall survive the expiration or termination of the CalNEW program.

H. PROGRAM REPRESENTATIVES

The Program Representatives during the term of the Agreement shall be:

CDSS

Griselda Loza
Manager
744 P Street, MS ~~9-6-646~~ **9-7-027**
Sacramento, CA 95814
(916) 317-0290
Griselda.Loza@dss.ca.gov


Oakland Unified School District

Sondra Aguilera
Chief Academic Officer
1011 Union Street
Oakland, CA 94607
(510) 879-2866
sondra.aguilera@ousd.org

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Either party may change the Agreement Representative but is required to provide written notification of the change to the other party within ten (10) business days. Said changes shall not require an amendment to this Agreement.

Approved As To Form by OUSD Legal Department

 02/27/26

Roxanne De La Rocha, Staff Attorney

**EXHIBIT B
 (Grant Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The term of this Agreement shall be from July 1, 2021 through June 30, 2027.
2. The maximum amount payable under this Agreement shall not exceed **\$4,776,306.56.**

2021-2025 See Table 1

2024-2025 See Table 1

2025-2026 See Table 1

2026-2027 See Table 1

Table 1

Budget Act (Funding Source)	Award Amount	Service Locator (SL)	State Fiscal Year (SFY)	Services To Be Completed By	Final Invoices due to CDSS
Budget Act of 2020	\$1,815,520.00	SL 16000	SFY 2021-25	March 15, 2025	March 31, 2025
Budget Act of 2021	\$570,000.00	SL 16001	SFY 2021-25	March 15, 2026	March 31, 2026
Budget Act of 2021	\$74,189.19	SL 16001	SFY 2024-25	March 15, 2026	March 31, 2026
Budget Act of 2022	\$27,658.19	SL 16000	SFY 2024-25	June 30, 2026	July 15, 2026
Budget Act of 2023 (re-appropriated funds)	\$351,376.56	SL 16003	SFY 2024-25	June 30, 2026	July 15, 2026
Budget Act of 2024	\$369,781.31	SL 16000	SFY 2025-26	June 30, 2026	July 15, 2026
Budget Act of 2024	\$369,781.31	SL 16000	SFY 2026-27	June 30, 2027	July 15, 2027
<u>Budget Act of 2024</u>	<u>\$1,198,000</u>	<u>SL 16000</u>	<u>SFY 2025-2027</u>	<u>June 30, 2027</u>	<u>July 15, 2027</u>

3. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Grantee for said services in accordance with the rates specified herein as Exhibit B – Attachment 1.

**EXHIBIT B
(Grant Agreement)**

4. Grantee may submit a written request for advancement of funds of up to 25 percent of the total awarded amount within 30 calendar days from the execution date of this Agreement.
5. Funding for necessary travel expenses and per diem are included in this Agreement and will be reimbursed at rates established by the California Department of Human Resources (**CalHR**) for comparable classes. (See the [CalHR Travel Reimbursements website](#)). Grantee will itemize travel expenses, including receipts, and submit to CDSS Program Grant Manager for approval. This approval, including itemization and receipts must be attached to the invoice submitted for payment.

The CDSS Program Grant Manager agrees to certify and maintain the documents substantiating travel and per diem for a period not less than three years after final payment of this Agreement.

No travel outside of the State of California by Grantee shall be reimbursed unless there is prior written authorization from CDSS.

6. Grantee shall submit the request for payment using the Expenditures Report Form, along with an invoice and supporting documentation on a quarterly basis as specified by the CDSS.
7. Invoices shall include the Agreement Number CalNEW20-OUSD A-3 **A-4** and Index Code 9990 and shall be electronically submitted on Grantee's letterhead as specified by the CDSS. Any invoices submitted without the above referenced information may be returned to the Grantee for further re-processing.
8. Invoice payment will be conditioned upon the timely receipt by the CDSS of the CalNEW project progress reports and final report from the Grantee 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 not been granted by the CDSS, invoices will not be processed and will be returned to the Grantee.
9. 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.

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

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(Grant Agreement)

this event, CDSS shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee 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, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

C. For Grant 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.
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. Budget Modification Without Written Agreement Amendment

Line item shifts of up to ten percent (10%) of the annual grant total are allowable, subject to the prior review and approval of the CDSS Director of the Office of Equity. Line item shifts that meet these criteria do not require a formal grant amendment. Any line item shift exceeding this amount must be executed through a formal grant amendment. All requests for line item shifts must be submitted in writing and include a substantial business justification for the shift. Fund shifts which increase indirect costs are prohibited. If the Agreement is formally amended for any other purpose, all line item shifts agreed to by the parties and not previously included in an amendment must be included in the amendment.

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E. 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.

F. Review

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

G. 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 grant term, whichever comes first. The final invoice must include the statement "Final Billing."

H. 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.

Approved As To Form by OUSD Legal Department



02/27/26

Roxanne De La Rocha, Staff Attorney

**EXHIBIT E
(Standard Agreement)**

ADDITIONAL PROVISIONS

A. Insurance Requirements

1. Grantee, at his/her own expense, shall maintain the following insurance coverage:

- a. Commercial General Liability – Grantee shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. **This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee's limit of liability.**

This policy must include California Department of Social Services, State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the Agreement.

~~In the case of Grantee's utilization of subcontractors to complete the contracted scope of work, grantee shall include all subcontractors as insureds under Grantees insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Grantee.~~

This endorsement shall be supplied under form acceptable to the Office of Risk and Insurance Management. In the case of Grantee's utilization of subrecipients or subcontractors to complete the contracted scope of work, Grantee shall include all subrecipients or subcontractors as insureds under Grantees insurance or supply evidence to the State equal to policies, coverages, and limits required of Grantee.

- b. Automobile Liability – Grantee shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including

owned, hired and non- owned motor vehicles.

The policy must be endorsed to include The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under the contract. The additional insured endorsement is to be provided with the certificate of insurance.

- c. Workers Compensation and Employers Liability – Grantee shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who shall be engaged in the performance of the Grant. Employer’s liability limits of \$1,000,000 are required.

The Workers’ Compensation policy shall include a waiver of subrogation in favor of the State. The waiver of subrogation endorsement is to be provided with the certificate of insurance.

- d. Professional Liability – Grantee shall maintain professional liability covering any damages caused by a negligent error, act or omission with limits of not less than \$3,000,000 per occurrence and \$3,000,000 policy aggregate. The policy’s retroactive date must be shown on the certificate of insurance and must be at the execution of this amendment.

2. Certificates evidencing Grantees insurance coverage shall be filed with CDSS prior to execution of this Agreement or applicable amendments.

B. General Provisions Applying to All Insurance Policies

1. Coverage Term – Coverage needs to be in force for the complete term of the grant. If insurance expires during the term of the grant, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the grant.
2. Policy Cancellation / Termination & Notice of Non-Renewal – Grantee shall provide to the State within five business days a copy of any notice of Cancellation/ Termination or Non-renewal received by grantee for any of the required insurance policies. In the event Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Grant upon the occurrence of such event, subject to the provisions of this Grant.

3. Deductible – Grantee is responsible for any deductible or self-insured retention contained within their insurance program.
4. Primary Clause – Any required insurance contained in this grant shall be primary, and not excess or contributory, to any other insurance carried by the State.
5. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Grantee is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
6. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. Inadequate Insurance – Inadequate or lack of insurance does not negate the grantee obligations under the grant.

C. Incompatible Activities

Grantee shall not engage in any activity, employment or enterprise which is inconsistent, incompatible, or in conflict with, or inimical to his or her duties as a consultant. These include, but are not limited to, the following, unless the Department has determined in writing that the consultant's specific activity, employment, or enterprise does not constitute an incompatible activity.

1. ~~Being licensed to operate a facility under the jurisdiction of the Department, including a child day care facility, foster family home, certified family home, community care facility, or residential care facility for the elderly.~~ **Having a financial interest in, or being licensed to operate a facility under the jurisdiction of CDSS, including a child day care facility, foster family home, certified family home, community care facility, or residential care facility for the elderly or for persons with chronic, life-threatening illness.**
2. ~~Holding a position of Chief Executive Officer, or other officer of the governing body of the licensee of a facility under the jurisdiction of the~~

~~Department, as referenced in #1, and also including a residential care facility for persons with chronic, life threatening illness.~~ **Holding a position of Chief Executive Officer, or other officer of the governing body of the licensee of a facility under the jurisdiction of CDSS, as referenced in #1.**

- ~~3. Being employed by a facility under the jurisdiction of the Department.~~ **Being employed by, volunteering for, or residing at a facility under the jurisdiction of CDSS.**
- ~~4. Being a volunteer of a facility under the jurisdiction of the Department.~~ **Representing any individual not employed by CDSS or any facility under the jurisdiction of CDSS in an administrative or legal matter.**
- ~~5. Residing at a facility under the jurisdiction of the Department.~~ **Using, or having access to, confidential information by virtue of this Agreement, for private gain or advantage, or providing confidential information to persons not authorized by CDSS.**
- ~~6. Representing any individual not employed by the Department or any facility under the jurisdiction of the Department in an administrative or legal matter.~~
- ~~7. Having a financial interest in any facility under the jurisdiction of the Department.~~
- ~~8. Using, or having access to, confidential information by virtue of this contract, for private gain or advantage, or providing confidential information to persons not authorized by the Department.~~

D. Confidentiality Requirements

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

E. Licenses

~~Grantee and its employees, residing in California, must have a valid California Class C driver's license, which must be maintained throughout the term of the grant.~~ **Grantee and its employees shall maintain applicable valid and**

current certifications and/or licenses as required throughout the term of this Agreement. Grantee shall furnish, upon CDSS request, certifications and/or licenses of all staff utilized to perform services.

F. Intellectual Property Rights

- ~~1. All deliverables as defined in the Scope of Work originated or prepared by the Grantee and subcontractors pursuant to this Agreement, including without limitation, all papers, reports, charts, and other documentation, but not including Grantee's administrative communications and records relating to this Agreement, shall upon delivery and acceptance by CDSS, become the exclusive property of CDSS.~~
- ~~2. CDSS grants to Grantee a non-exclusive royalty free license to the deliverables to use, reproduce, distribute and sublicense to additional persons on the same royalty free basis.~~
- ~~3. This Agreement does not preclude the Grantee and subcontractors from developing materials outside this Agreement, which are competitive, irrespective of their similarity to materials that might be delivered to CDSS pursuant to this Agreement. All preexisting intellectual property, copyright, trademarks and products of the Grantee shall continue to be the property of the Grantee.~~

1. Ownership of Intellectual Property.

Title to any intellectual property, including but not limited to copyrights and patents, in any work, invention, or improvement conceived or developed under this Agreement (Project IP) shall vest in the party that develops or acquires it, unless otherwise provided in this Agreement. However, the Grantee must ensure that all such Project IP complies with the licensing and use requirements set forth in this section.

2. Grants with Federal Funding

If this Agreement is funded in whole or in part with federal funds, then in accordance with 2 CFR §200.315:

- a. Grantee may copyright any work developed under this Agreement.**
- b. The federal government shall retain a royalty-free, nonexclusive, irrevocable, perpetual license to reproduce, publish, or otherwise use such Project IP for any government purpose, and to authorize others to do the same.**

- c. **Grantee shall ensure that any subcontracts or subawards under this Agreement include equivalent provisions necessary to ensure compliance with these federal requirements.**

3. State-Only Funded Grants

If this Agreement is funded solely with state funds, the State shall retain a royalty-free, nonexclusive, irrevocable, perpetual license to use, reproduce, publish, or otherwise utilize any Project IP created under this Agreement for any government purpose, including the right to authorize other noncommercial governmental users to do the same.

4. Delivery and Cooperation

Upon request, the Grantee shall provide the State with copies of all Project IP developed under this Agreement and shall execute any documents reasonably necessary to evidence or perfect the license rights described in this section.

G. Property Acquisitions~~Equipment~~

~~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. Grantee 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. Grantee shall, at the request of the CDSS, submit an inventory of property purchased under this Agreement.~~

~~b. At the termination of this Agreement, the Grantee 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.~~

Equipment, as defined in 2 CFR § 200.1, that is acquired by the Grantee under this Agreement with federal funds shall vest in the Grantee, subject to the requirements of 2 CFR § 200.313. The Grantee shall use such equipment in the program or project for which it was acquired, as long as it is needed, whether or not the project continues to be supported by federal funds. Thereafter, the Grantee may make the equipment available for use in other federally supported activities, with priority given to activities supported by the awarding federal agency.

The Grantee shall maintain a current inventory of equipment acquired under this Agreement, which must include a description of the equipment, serial number or other identifying information, the source of funding (including the Federal Award Identification Number), acquisition data and cost, location, use and condition, and ultimate disposition data. A physical inventory shall be taken and reconciled at least once every two (2) years.

The Grantee must adequately safeguard all equipment and maintain it in good working order. Equipment may not be encumbered, transferred, or disposed of without prior written approval from CDSS. If equipment is no longer needed for the original project or program, and the per-unit fair market value is \$5,000 or more, the Grantee shall request disposition instructions from CDSS, which may include sale, transfer, or retention with payment to the State (or federal agency) of

the federal share.

If this Agreement is funded solely by State funds, and not subject to 2 CFR Part 200, title to equipment shall nevertheless vest in the Grantee, provided that the State retains a royalty-free, irrevocable license to use the equipment or its components for public purposes, and the State may require disposition or repayment if the equipment is no longer used for the purposes of this Agreement.

Approved As To Form by OUSD Legal Department



02/27/26

Roxanne De La Rocha, Staff Attorney

Board Office Use: Legislative File Info.	
File ID Number	25-1532
Introduction Date	6/25/25
Enactment Number	25-1134
Enactment Date	6/25/2026 os



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Julie Kessler Director, of Newcomer and ELL Programs

Meeting Date June 25, 2025

Subject Amendment No. 3 - Grant Agreement - California Department Social Services - California Newcomer Education and Well-Being - ELLMA Department

Ask of the Board Approval by the Board of Education of Amendment No. 3 by and between the District and the California Department of Social Services, seeking additional funding in the amount of \$369,781.31 in each of the 25-26 and 26-27 school years to continue the "CalNew" program providing outreach, case management and wellness supports for newcomers, as described in the proposal, incorporated herein by reference as though fully set forth, for the period of July 1, 2021 through June 30, 2027, pursuant to the terms and conditions thereof, if any. All other terms and conditions of the Agreement remain in full force and effect.

Background The goal for the CalNew program is to provide community-based and client-centered support services to newly arrived children, youth, and families.

Discussion The district created a Grant Face sheet process to:

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

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

- This amendment adds a total \$739,562.62 over the next two years

Attachment(s)

- Grant Face Sheet
- Grant Agreement
- Award letter
- Exhibit A
- Exhibit B
- Exhibit D
- Exhibit E
- Program Plan
- 24-2876 - Amendment 2
- 23-1659 Amendment No. 1
- Original Grant Agreement, File ID #21-1430, Enactment #21-1033



OUSD Grants Management Face Sheet

Title of Grant: CalNew	Funding Cycle Dates: 7/1/2021 to 6/30/2027
Grant's Fiscal Agent: (contact's name, address, phone number, email address) California Department of Social Services: Office of Equity: Office of Immigrant Youth 744 P Street, MS 9-6-646, Sacramento, CA 95814 916-654-1248 griselda.loza@dss.ca.gov	Grant Amount for Full Funding Grant for OUSD in an amount not to exceed \$3,064,329.00
Funding Agency: California Department of Social Services	Grant Focus: Academic and social emotional support for recently arrived immigrant youth in their first three years of school in the US
List all School(s) or Department(s) to be Served: All high count newcomer schools K-12	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The grant's primary focus is to assist newcomer students (including Unaccompanied Immigrant Youth) in accessing resources to meet basic needs, cultivating family engagement and empowerment, and developing English proficiency to enable college and career readiness. These align with OUSD priorities as full service community schools focused on providing equitable access to college and career.
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 4.22% 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.)	Student impacts will be measured according to the rate of cohort graduation of HS newcomer students, as well as the rate of attrition of non-graduating newcomer students year over year. Measurement tools already exist to support this measurement.
Does the grant require any resources from the school(s) or district? If so, describe.	No
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of % for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Services are being paid through an OUSD contract or MOU

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.)	Name/Title: Julie Kessler, Director of Newcomer and ELL Programs Site: 954 Address: Phone: (415) 269-2027 Email: julie.kessler@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Nicole Knight		05/29/25
Chief Academic Officer	Sondra Aguilera		5/30/2025

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Senior Business Officer	Lisa Grant Dawson		
Superintendent	Kyla Johnson-Trammell		

STANDARD AGREEMENT

GRANT AGREEMENT NUMBER
CalNEW20-OUSD A-3

GRANT (NEW) (AMENDED)

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

State Agency's Name
California Department of Social Services

Grantee's Name
Oakland Unified School District

2. The term of this Agreement is: Effective upon signed by both parties

Start Date 07/01/2021	Through End Date 06/30/2027
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3. The maximum amount of this Agreement is: \$3,578,306.56

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	
Exhibit A-1		
Exhibit A-2		
Exhibit A-3		
Exhibit A-4		
Exhibit B	Budget Detail and Payment Provision	
Exhibit B-1	Budget and Justification	
Exhibit B-2		
Exhibit B-3		
Exhibit B-4		
Exhibit C*		
Exhibit C-1		
Exhibit C-2		
Exhibit D	Special Terms and Conditions	
Exhibit D-1		
Exhibit D-2		
Exhibit E	Additional Provisions	
Exhibit E-1		
Exhibit E-2		

Exhibits	Title	Pages
Exhibit F		
Exhibit F-1		
Exhibit F-2		
Exhibit G		
Exhibit G-1		
Exhibit G-2		
Exhibit H		
Exhibit H-1		
Exhibit H-2		
Exhibit I		
Exhibit I-1		
Exhibit I-2		

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

GRANTEE			
Grantee's Name (if other than an individual, state whether a corporation, partnership, etc.) Sondra Aguilera			
Grantee's Business Address Oakland Unified School District-1011 Union Street	City Oakland	State CA	Zip 94607
Printed Name Of Person Signing Sondra Aguilera	Title Chief Academic Officer		
Grantee Authorized Signature 	Date Signed 5/30/2025		

STATE OF CALIFORNIA			
Agency Name California Department of Social Services			
Agency Business Address 744 P Street , M.S.9-6-646	City Sacramento,	State CA	Zip 95814
Printed Name Of Person Signing Eliana Kaimowitz	Title Director, Office of Equity		
Agency Authorized Signature	Date Signed		

Exemption (If applicable)

 _____ Jennifer Brouhard, President, BOE	6/26/2025	 _____ Kyla Johnson-Trammell Superintendent	6/26/2025	AATF by OUSD Legal _____ Shalini Anadkat 6/202/2025
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JENNIFER TROIA
DIRECTOR

CALIFORNIA HEALTH & HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES



GAVIN NEWSOM
GOVERNOR

April 15, 2025

Nathaniel Dunstan
Program Manager, Refugee & Newcomers
Oakland Unified School District
1011 Union Street
Oakland, CA 94607

SUBJECT: COMMUNICATION LETTER – INFORMATION ABOUT AMENDMENT (A-3)

Dear Nathaniel Dunstan:

This document provides guidance and information about amendment (A-3) to the current California Newcomer Education and Well-Being (CalNEW) Grant Agreement CalNEW20-OUSD A-2. The California Department of Social Services (CDSS) will augment the current budget allocations as authorized under the Budget Act of 2023 and the Budget Act of 2024. The CDSS will provide a template for grantees to submit updated Program Plans that will reflect a plan for the new allocations.

Grant Agreement Summary

The CDSS is amending the CalNEW Agreement to augment budget allocations. Please refer to Table 1 for agreement details.

As a reminder, your Local Education Agency (LEA) is responsible for the deliverables detailed in the approved Program Plan and Budget Narrative, the submission of quarterly expenditure reports, and the completion of semi-annual progress reports. These reports are critical because the data and information that LEAs submit through these documents are used to inform budgetary recommendations to the CDSS Directorate, the California Legislature, and the Governor's Office.

Funding Agreement Deadlines

Please review Table 1 below, which may outline any unspent funds from allocations awarded between July 1, 2021 through June 30, 2024, and the recent allocations awarded in Spring 2024. Please notify the CDSS immediately to confirm whether you intend to accept the augmented funds referenced in this notice and proceed with the agreement amendment process.

Please see the table below for important funding and important dates.

Table 1: Agreement Details

Budget Act (Funding Source)	Award Amount	Service Locator (SL)	Balance Totals (Unspent funds as of 12/31/2024)	State Fiscal Year (SFY)	Services To Be Completed By	Final Invoices due to CDSS
Budget Act of 2021	\$74,189.19	SL 16001	\$10,460.34	SFY 2024-25	March 15, 2026	March 31, 2026
Budget Act of 2022	\$27,658.19	SL 16000	\$27,658.19	SFY 2024-25	June 30, 2026	July 15, 2026
Budget Act of 2023 (re-appropriated funds)	\$351,376.56	SL 16003	\$351,376.56	SFY 2024-25	June 30, 2026	July 15, 2026
Budget Act of 2023	\$369,781.31	SL 16000	\$369,781.31	SFY 2025-26	June 30, 2026	July 15, 2026
Budget Act of 2024	\$369,781.31	SL 16000	\$369,781.31	SFY 2026-27	June 30, 2027	July 15, 2027

For questions concerning the information outlined, please reach out to the CalNEW Unit at the Office of Immigrant Youth, Oiy@dss.ca.gov and to Griselda.Loza@dss.ca.gov; Brandon.Thao@dss.ca.gov; Leslie.Beltran@dss.ca.gov; Jasmin.Kosydar@dss.ca.gov.

Sincerely,

Office of Immigrant Youth, CalNEW Unit

EXHIBIT A
(Grant Agreement)

SCOPE OF WORK

A. BACKGROUND AND PURPOSE

Section 87 ~~Senate Assembly Bill 9877~~ (Chapter 245.2, Statutes of 2020) added Chapter 5.4 (Section 13265) to Part 3 of Division 9 of the Welfare and Institutions Code (WIC) authorizing the California Department of Social Services (CDSS) to administer the California Newcomer Education and Well-Being (CalNEW) program to provide services to newcomer pupils, English learners, and immigrant families.

Per WIC Section 13265 the following definitions apply:

- (1) **“English learner” has the same meaning as defined in Section 306 of the Education Code. Education Code Section 306, in turn, follows the definition in the federal No Child Left Behind Act of 2001 (20 USC section 7801(20):**
An “English learner” is an individual
(A) who is aged 3 through 21;
(B) who is enrolled or preparing to enroll in an elementary school or secondary school;
(C)(i) who was not born in the United States or whose native language is a language other than English;
(ii)(I) who is a Native American or Alaska Native, or a native resident of the outlying areas; and
(II) who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or
(iii) who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant; and
(D) whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the individual-
(i) the ability to meet the challenging State academic standards;
(ii) the ability to successfully achieve in classrooms where the language of instruction is English; or
(iii) the opportunity to participate fully in society.
- (2) **“Immigrant families” means families with household members and immediate relatives of pupils in which one or more of the members or relatives are not United States citizens.**

EXHIBIT A
(Grant Agreement)

- (3) **“Newcomer pupil” has the same meaning as “immigrant children and youth” as defined in Section 7011(5) of Title 20 of the United States Code.**

As defined in that section, the term “immigrant children and youth” means individuals who—

(A)

are aged 3 through 21;

(B)

were not born in any State; and

(C)

have not been attending one or more schools in any one or more States for more than 3 full academic years

Section 59 of Assembly Bill **(AB)** 89 (Chapter 7, Statutes of 2020) appropriated fifteen million dollars (\$15,000,000) from the State General Fund to CDSS to provide services under the CalNEW program. The Budget Act of 2022, Senate Bill (SB) 154, Item 5180-161-0001, appropriated an additional \$5 million for this purpose. The Budget Act of 2023, Senate Bill (SB) 101, Item 5180-161-0001, appropriated \$6.9 million. The Budget Act of 2024, AB 107, Item 5180-161-0001, appropriated \$6.9 million.

The CalNEW program provides supplemental resources to school districts with significant numbers of newcomer pupils, or a significant population of English learner students.

The goal of the CalNEW program is to provide linguistically and culturally responsive support services to newcomer pupils, English learners, and immigrant families using school sites as the services hub. The purpose of the CalNEW program is to support the academic performance of these students as well as the successful integration of these students and their families into their new communities.

The funds provided for services pursuant to this Agreement shall be for the sole purpose of providing linguistically and culturally responsive case management and support services to youth and families as approved by CDSS in the Grantee’s program plan. CalNEW grantees shall ensure adequate staffing to coordinate and/or conduct services, which shall include, but not be limited to:

1. Connections for Basic Needs Support – Connect families with resources and services to address critical basic needs, such as food, housing, and health care, to support family stability and well-being.
2. Family Engagement and Empowerment – Integrate parents into the school community and equip them with the resources, information, and capacity to partner with schools in supporting their children’s education.

EXHIBIT A
(Grant Agreement)

3. Youth Engagement and Development – Support the academic, linguistic and socioemotional growth of students, and build pathways to postsecondary success.

Grantee is also responsible for participating in the Department's program evaluation and technical assistance activities, including:

- 1.** Coordination and collaboration with the CalNEW program evaluation and technical assistance provider.
- 2.** Participation in data collection, consultative sessions, and ~~participation in~~ community of practice activities.

B. TERMS AND CONDITIONS

The Oakland Unified School District agrees and understands that as a condition of funding, the Grantee shall provide the services as described and required in this Agreement, which incorporates by reference the California Newcomer Education and Well-Being Program Guidelines 2021- 2027.

1. Term:
 - a. The term of this Agreement shall be July 1, 2021, through June 30, 2027.
2. Grantee Final Program Plan and Budget:
 - a. Grantee shall prepare and submit to the CDSS a Final Program Plan, upon final execution of this Agreement, which shall identify how the Grantee will provide the services in Exhibit A of this Agreement and shall include a narrative addressing the following:
 - 1) Existing capacity and program sustainability;
 - 2) A plan to leverage existing infrastructure;
 - 3) Data showing a high number of pupils and families that meet the eligible population requirements. The school district must include a plan to identify eligible CalNEW program participants;
 - 4) A plan to implement service components and ensure staff capacity;
 - 5) Capacity to administer the program;
 - 6) A plan to execute agreements (subgrants);
 - 7) Proposed outcomes and measures; and
 - 8) A program plan budget including budget line items, a budget narrative, and a subgrantee table.
 - b. Grantee may modify the Final Program Plan only with prior written consent from the CDSS. Said changes to the Final Program Plan shall not require an amendment to the Agreement.

EXHIBIT A
(Grant Agreement)

- c. As necessary to comply with amendments, the Grantee shall prepare and submit an Addendum to their Program Plan to incorporate any additional requirements under the Agreement and/or-Program Guidelines.
- d. The Final Program Plan shall be subject to CDSS approval.

C. GRANTEE RESPONSIBILITIES

The Grantee shall:

- 1. Undertake, carry out, and complete, in a competent and satisfactory manner, all the work and services set forth in this Agreement and the Final Program Plan.
- 2. Grantee may subgrant with an individual or non-profit organization to perform part or all the services described in Exhibit A of this Agreement, only upon advance written approval from CDSS. Grantees that subgrant shall:
 - a. Ensure that, at all times during the term of this Agreement, subgrantees maintain the qualifications required to provide the services for which the Grantee receives funding.
 - b. Provide to CDSS a signed agreement between Grantee and each subgrantee within 90 days of the final execution of this Agreement that describes the services to be provided by the subgrantee pursuant to this Agreement, and the compensation to be received by the subgrantee for performing said services.
 - c. Assume responsibility for all work performed under this Agreement. If any subgrantee fails to perform a portion of the work in a manner satisfactory to the CDSS, the subgrantee shall be removed immediately upon written request of the CDSS and shall not be re-employed in the work.
 - d. Verify status and/or satisfactory completion of the activities by subgrantees before submitting an Invoice Claim Form or report, which includes the subgrantee's activities.
 - e. Not substitute any subgrantee without advance written consent of the CDSS.
- 3. Maintain records of any and all services performed for a period not less than three (3) years after final payment or until the completion of any ongoing audits.
- 4. Provide the CDSS with unrestricted access to all documents, files, reports, materials, and data including, but not limited to: eligibility affidavits, progress reports, expenditure reports, invoices, and workshop materials, as discussed in the following provisions developed by the Grantee or their subgrantees for purposes of the CalNEW program within three (3) working days of request.

EXHIBIT A
(Grant Agreement)

5. Verify that youth participating in CalNEW funded activities meet eligibility requirements and maintain an affidavit, signed by the Grantee's agent, with the authority to sign on the Grantee's behalf, certifying that youth and families receiving CalNEW services and participating in CalNEW activities are eligible.
6. Leverage existing relationships with organizations and trusted messengers in the community to reach families and promote access to safety net programs. Collaborate and provide evidence of collaboration as instructed by the CDSS with a minimum of four community-based organizations.
7. Provide CalNEW Progress Reports in the format and within the time frames specified by the CDSS. Reports must address how the Grantee is meeting the objectives of the CalNEW program and shall include, but not be limited to, qualitative and quantitative data addressing connections for basic needs support, family engagement and empowerment, and youth engagement and development.

NOTE: Grantee's semi-annual Progress Reports are an integral part of the State's ability to meet CalNEW reporting requirements. Completion of reports is the Grantee's responsibility. These documents are used in the development of the allocation methodology and for required reports to the CDSS Directorate, the Governor's Office, and the State Legislature; therefore, it is incumbent that the Grantee submits them on the dates noted in the most recent Program Guidelines.

8. Submit a CalNEW Final Performance Report in the format and within the time frame specified by the CDSS. The CalNEW Final Performance Report must address how the Grantee met the objectives of the CalNEW program and shall include, but not be limited to, qualitative and quantitative data addressing connections for basic needs support, family engagement and empowerment, and youth engagement and development.
9. Provide CalNEW Expenditure reports, school district invoices, and supporting documentation in the format and within the time frames to be specified by the CDSS.
10. Meet with CDSS staff as necessary regarding the operation of the CalNEW program.
11. Reimburse the CDSS for any disallowed costs as determined by a state and/or federal audit or review.
12. Participate and present at conferences and workshops, at the request of the CDSS, in order to disseminate and share CalNEW program activities, program knowledge and best practices; and, and network and exchange information with other organizations regarding the CalNEW program.

EXHIBIT A
(Grant Agreement)

13. Participate in all Technical Assistance and Evaluation activities and respond to inquiries from the CDSS and the evaluator.

D. ALLOWABLE ACTIVITIES

Allowable activities include support services and activities that will foster connections for basic needs support, family engagement and empowerment, and youth engagement and development. In accordance with the Program Guidelines, allowable services and activities may include, but are not limited to:

1. Resource mapping;
2. Partnerships with local organizations to assist in addressing basic needs, including physical and mental health, housing, food, and transportation;
3. Partnerships and outreach to increase access to public benefits;
4. Partnerships with legal immigration service providers to conduct on-site outreach for the CalNEW program;
5. Individualized support to immigrant families;
6. School events focused on engaging, informing, and supporting immigrant families;
7. Parent workshops to introduce immigrant families to leadership opportunities and inform them of available feedback;
8. Targeted parent education sessions on digital literacy, early literacy, English as a Second Language and citizenship classes, and other relevant topics;
9. Academic enrichment and intervention, including out of school time and summer programs, support groups, extracurriculars, and athletics;
10. Providing leadership opportunities for newcomer youth through school site and district newcomer youth leadership councils;
11. Encouraging youth participation in the CalNEW Community of Practice's Statewide Youth Council;

EXHIBIT A
(Grant Agreement)

12. Increasing student access to college counseling, career counseling and higher education preparation programs; and
13. Increasing completion of Career Technical Education pathway programs.

E. ADDITIONAL TERMS AND CONDITIONS

Grantee shall:

1. Expend funds only as described in Exhibit B – Budget Detail and Payment Provisions of this Agreement, unless prior written permission is granted by the CDSS.
2. Maintain and manage records of CalNEW program activities and expenditures in accordance with all applicable state and federal privacy laws.
3. Comply with any written response from the CDSS to the Grantee's reports, including requested due dates for any additional information or required reports.
4. Return any improper payment or overpayment.

F. CDSS RESPONSIBILITIES

The CDSS shall:

1. Provide program consultation and technical assistance to the Grantee upon request. A CDSS Grant Manager will be assigned to assist the Grantee. The Grant Manager will be the primary contact responsible for consultation and assistance to the program.

EXHIBIT A
(Grant Agreement)

2. Monitor and evaluate the Grantee's performance, expenditures, and service levels for compliance with grant requirements. The CDSS may review data, eligibility documentation, materials, publications, curricula used by the program, etc., and all fiscal records related to the program. Grant monitoring shall be accomplished in a manner, location, and time at the sole discretion of the CDSS.
3. Provide the Grantee with reporting forms and/or formats and time frames for submission of reports.
4. Evaluate Grantee's **semi-annual** Progress Report and Final Program Report for compliance and provide a written response within 15 days of receipt if the report is determined inconsistent with reporting requirements. Grantees are to comply with the CDSS' written response, including requested due dates for any additional information or required reports.
5. Review all invoices submitted by Grantee 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 Grantee shall be responsible for the return of any improper payment 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 grant decisions. The evaluation shall include, but is not limited to, grant 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 Grantee, and must be **mutually** approved in writing by the CDSS **and Grantees**, before any changes can be implemented.
2. 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 Grantee or the CDSS, respectively.
3. Exhibit E – Attachment 1, CDSS Information Confidentiality and Information Security Requirements shall survive the expiration or termination of the CalNEW program.

EXHIBIT A
(Grant Agreement)

H. PROGRAM REPRESENTATIVES

The Program Representatives during the term of the Agreement shall be:

CDSS

Griselda Loza
Manager
Office of Immigrant Youth
744 P Street, MS 9-6-646
Sacramento, CA 95814
(916) 317-0290
Griselda.Loza@dss.ca.gov

Oakland Unified School District
Sondra Aguilera Chief Academic
Officer Union Street
Oakland, CA 94607
(510) 879-2866
sondra.aguilera@ousd.org

Either party may change the Agreement Representative but is required to provide written notification of the change to the other party within ten (10) business days. Said changes shall not require an amendment to this Agreement.

**EXHIBIT B
 (Grant Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The term of this Agreement shall be from July 1, 2021 through June 30, 2027.

2. The maximum amount payable under this Agreement shall not exceed \$3,578,306.56

2021-2025 See Table 1
 2024-2025 See Table 1
 2025-2026 See Table 1
 2026-2027 See Table 1

Table 1

<u>Budget Act (Funding Source)</u>	<u>Award Amount</u>	<u>Service Locator (SL)</u>	<u>State Fiscal Year (SFY)</u>	<u>Services To Be Completed By</u>	<u>Final Invoices due to CDSS</u>
<u>Budget Act of 2020</u>	<u>\$1,815,520.00</u>	<u>SL 16000</u>	<u>SFY 2021-25</u>	<u>March 15, 2025</u>	<u>March 31, 2025</u>
<u>Budget Act of 2021</u>	<u>\$570,000.00</u>	<u>SL 16001</u>	<u>SFY 2021-25</u>	<u>March 15, 2026</u>	<u>March 31, 2026</u>
<u>Budget Act of 2021</u>	<u>\$74,189.19</u>	<u>SL 16001</u>	<u>SFY 2024-25</u>	<u>March 15, 2026</u>	<u>March 31, 2026</u>
<u>Budget Act of 2022</u>	<u>\$27,658.19</u>	<u>SL 16000</u>	<u>SFY 2024-25</u>	<u>June 30, 2026</u>	<u>July 15, 2026</u>
<u>Budget Act of 2023 (re- appropriated funds)</u>	<u>\$351,376.56</u>	<u>SL 16003</u>	<u>SFY 2024-25</u>	<u>June 30, 2026</u>	<u>July 15, 2026</u>
<u>Budget Act of 2024</u>	<u>\$369,781.31</u>	<u>SL 16000</u>	<u>SFY 2025-26</u>	<u>June 30, 2026</u>	<u>July 15, 2026</u>
<u>Budget Act of 2024</u>	<u>\$369,781.31</u>	<u>SL 16000</u>	<u>SFY 2026-27</u>	<u>June 30, 2027</u>	<u>July 15, 2027</u>

3. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Grantee for said services in accordance with the rates specified herein as Exhibit B – Attachment 1.

EXHIBIT B
(Grant Agreement)

4. Grantee may submit a written request for advancement of funds of up to 25 percent of the total awarded amount within 30 calendar days from the execution date of this Agreement.
5. Funding for necessary travel expenses and per diem are included in this Agreement and will be reimbursed at rates established by the California Department of Human Resources (**CalHR**) for comparable classes. (See **the [CalHR Travel Reimbursements](#)** Grantee will itemize travel expenses, including receipts, and submit to CDSS Program Grant Manager for approval. This approval, including itemization and receipts must be attached to the invoice submitted for payment.

The CDSS Program Grant Manager agrees to certify and maintain the documents substantiating travel and per diem for a period not less than three years after final payment of this Agreement.

No travel outside of the State of California by Grantee shall be reimbursed unless there is prior written authorization from CDSS.

6. Grantee shall submit the request for payment using the Expenditures Report Form, along with an invoice and supporting documentation on a quarterly basis as specified by the CDSS.
7. Invoices shall include the **Agreement Number CalNEW20-OUSD A-3** and Index Code 9990 and shall be electronically submitted on Grantee's letterhead as specified by the CDSS. Any invoices submitted without the above referenced information may be returned to the Grantee for further re-processing.
8. Invoice payment will be conditioned upon the timely receipt by the CDSS of the CalNEW project progress reports and final report from the Grantee 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 not been granted by the CDSS, invoices will not be processed and will be returned to the Grantee.
9. 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.

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

**EXHIBIT B
(Grant Agreement)**

this event, CDSS shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee 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, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

C. For Grant 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.
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. Budget Modification Without Written Agreement Amendment

Line item shifts of up to ten percent (10%) of the annual grant total are allowable, subject to the prior review and approval of the CDSS Director of the Office of Equity. Line item shifts that meet these criteria do not require a formal grant amendment. Any line item shift exceeding this amount must be executed through a formal grant amendment. All requests for line item shifts must be submitted in writing and include a substantial business justification for the shift. Fund shifts which increase indirect costs are prohibited. If the Agreement is formally amended for any other purpose, all line item shifts agreed to by the parties and not previously included in an amendment must be included in the amendment.

E. Prompt Payment Clause

**EXHIBIT B
(Grant Agreement)**

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

F. Review

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

G. 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 grant term, whichever comes first. The final invoice must include the statement "Final Billing."

H. 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.

SPECIAL TERMS AND CONDITIONS

A. Dispute Provisions

1. If the Grantee 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, Grantee 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) Grantee believes the decision of the State representative to have been in error (if applicable, reference pertinent grant provisions);
 - c. identification of all documents and substance of all oral communication which support Grantee'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 Grantee 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 grant 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, Grantee files with the California Department of Social Services a notice of appeal addressed to:

California Department of Social Services
744 P Street, M.S. 9-6-646
Sacramento, CA 95814
Attention: Branch Chief, Office of Immigrant Youth

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

B. Termination Without Cause

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

C. Debarment and Suspension

For federally funded agreements, Grantee certifies that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any subgrantee 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 Grantee also certifies that it or any of its subgrantees 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 Grants Exceeding \$100,000 in Federal Funds.

1. For Agreements with Grantees 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 Grantee 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 grant, 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 grant, 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 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 Grantee 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

By entering into this Agreement, Contractor certifies 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 Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act or the Fair Employment and Housing Act.

F. Computer Software Copyrights

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

G. The 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. § 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. Subgrantees

(Applicable to agreements in which the Grantee subgrants out a portion of the work.) Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS and any subgrantees, and no subgrantee shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be fully responsible to CDSS for the acts and omissions of its subgrantees 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 Grantee. The Grantee's obligation to pay its subgrantees is an independent obligation from the obligation of CDSS to make payments to the Grantee. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subgrantee.

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 subgrant. Any subgrantee receiving \$25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated.

J. Accessibility Requirements

Grantee shall comply with California Government Code sections 7405 and 11135 which requires, among other things, that Grantee shall comply with the accessibility requirements of Section 508 of the Federal Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. All Grantee deliverables shall meet the requirements of the Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at minimum Level AA success criteria. Grantee shall respond to and resolve any complaint regarding accessibility of its products or services that is brought to its attention.

K. Russia – Ukraine Conflict Economic Sanctions

Grantee shall ensure compliance with economic sanctions imposed the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions). Economic sanctions include, but are not limited to, refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), and not transferring technology to Russia or Russian entities. Grantee (s) are further notified that they will be subject to additional reporting requirements pursuant to Executive Order (N-6-22) issued on March 4, 2022, and any other subsequently issued orders.

L. The Following Shall Apply to any Third-Party Goods and Services Related to this Agreement.

Generative Artificial Intelligence (GenAI) Technology Use & Reporting

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet, STD 1000 to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet, STD 1000 may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet, STD 1000 as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

**EXHIBIT E
(Standard Agreement)**

ADDITIONAL PROVISIONS

A. Insurance Requirements

1. Grantee, at his/her own expense, shall maintain the following insurance coverage:

- a. Commercial General Liability – Grantee shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract.

The policy must include California Department of Social Services, State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the Agreement.

In the case of Grantee's utilization of subcontractors to complete the contracted scope of work, grantee shall include all subcontractors as insureds under Grantees insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Grantee.

- b. Automobile Liability – Grantee shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non- owned motor vehicles.

The policy must be endorsed to include The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under the contract. The additional insured endorsement is to be provided with the certificate of insurance.

- c. Workers Compensation and Employers Liability – Grantee shall maintain statutory worker's compensation and employer's liability coverage for all its employees who shall be engaged in the performance of the Grant. Employer's liability limits of \$1,000,000 are

required.

The Workers' Compensation policy shall include a waiver of subrogation in favor of the State. The waiver of subrogation endorsement is to be provided with the certificate of insurance.

d. **Professional Liability – Grantee shall maintain professional liability covering any damages caused by a negligent error, act or omission with limits of not less than \$3,000,000 per occurrence and \$3,000,000 policy aggregate. The policy's retroactive date must be shown on the certificate of insurance and must be at the execution of this amendment.**

2. **Certificates evidencing Grantees insurance coverage shall be filed with CDSS prior to execution of this Agreement or applicable amendments.**

B. General Provisions Applying to All Insurance Policies

3. **Coverage Term** – Coverage needs to be in force for the complete term of the grant. If insurance expires during the term of the grant, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the grant.
4. **Policy Cancellation / Termination & Notice of Non-Renewal** – Grantee shall provide to the State within five business days a copy of any notice of Cancellation/ Termination or Non-renewal received by grantee for any of the required insurance policies. In the event Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Grant upon the occurrence of such event, subject to the provisions of this Grant.
5. **Deductible** – Grantee is responsible for any deductible or self-insured retention contained within their insurance program.
6. **Primary Clause** – Any required insurance contained in this grant shall be primary, and not excess or contributory, to any other insurance carried by the State.
7. **Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Grantee is self insured for a portion or all of its insurance, review of financial

information including a letter of credit may be required.

8. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
9. Inadequate Insurance – Inadequate or lack of insurance does not negate the grantee obligations under the grant.

C. Incompatible Activities

Grantee shall not engage in any activity, employment or enterprise which is inconsistent, incompatible, or in conflict with, or inimical to his or her duties as a consultant. These include, but are not limited to, the following, unless the Department has determined in writing that the consultant's specific activity, employment, or enterprise does not constitute an incompatible activity.

10. Being licensed to operate a facility under the jurisdiction of the Department, including a child day care facility, foster family home, certified family home, community care facility, or residential care facility for the elderly.
11. Holding a position of Chief Executive Officer, or other officer of the governing body of the licensee of a facility under the jurisdiction of the Department, as referenced in #1, and also including a residential care facility for persons with chronic, life- threatening illness.
12. Being employed by a facility under the jurisdiction of the Department.
13. Being a volunteer of a facility under the jurisdiction of the Department.
14. Residing at a facility under the jurisdiction of the Department.
15. Representing any individual not employed by the Department or any facility under the jurisdiction of the Department in an administrative or legal matter.
16. Having a financial interest in any facility under the jurisdiction of the Department.

17. Using, or having access to, confidential information by virtue of this contract, for private gain or advantage, or providing confidential information to persons not authorized by the Department.

D. Confidentiality Requirements

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

E. Licenses

Grantee and its employees, residing in California, must have a valid California Class C driver's license, which must be maintained throughout the term of the grant.

F. Intellectual Property Rights

- 1. All deliverables as defined in the Scope of Work originated or prepared by the Grantee and subcontractors pursuant to this Agreement, including without limitation, all papers, reports, charts, and other documentation, but not including Grantee's administrative communications and records relating to this Agreement, shall upon delivery and acceptance by CDSS, become the exclusive property of CDSS.**
- 2. CDSS grants to Grantee a non-exclusive royalty free license to the deliverables to use, reproduce, distribute and sublicense to additional persons on the same royalty-free basis.**
- 3. This Agreement does not preclude the Grantee and subcontractors from developing materials outside this Agreement, which are competitive, irrespective of their similarity to materials that might be delivered to CDSS pursuant to this Agreement. All preexisting intellectual property, copyright, trademarks and products of the Grantee shall continue to be the property of the Grantee.**

G. 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. Grantee 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. Grantee shall, at the request of the CDSS, submit an inventory of property purchased under this Agreement.

- b. At the termination of this Agreement, the Grantee 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.

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
OFFICE OF IMMIGRANT YOUTH



**CALIFORNIA NEWCOMER EDUCATION & WELL-BEING
PROGRAM PLAN TEMPLATE
GRANT YEARS 2021-~~2026~~2027**

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CALIFORNIA NEWCOMER EDUCATION & WELL-BEING ADDENDUM TO THE PROGRAM PLAN TEMPLATE GRANT YEARS 2021-27

PROGRAM PLAN ADDENDUM INSTRUCTIONS

This Addendum to the Program Plan Template shall address the organization's ongoing capacity to provide support services to newcomer students, English learners, and immigrant families using school sites as a services hub. The Addendum must reflect implementation approaches and best practices to deliver services according to the updated California Newcomer Education and Well-Being (CalNEW) Program Guidelines 2021-2027. During the term of this agreement, the California Department of Social Services (CDSS) reserves the right to request additional information and supporting documents if deemed necessary.

TECHNICAL REQUIREMENTS

The Program Plan must meet the following technical requirements:

- Cover Page: Update the organization's Contact Information, Proposed Budget Amendment, Eligible Population, and the Authorized Agent Signature.
- Program Narrative Requirements: Program Plans must have concise answers to the project narrative and budget sections, a page size of 8.5" x 11", and must meet [Accessibility requirements](#).

COVER PAGE

School District	
Name:	
EIN:	
County:	
Address:	
Phone Number:	
Website:	
Authorized Official's Name:	
Authorized Official's Title:	
Program Coordinator(s) Name:	
Title:	
Phone:	
E-mail:	

Proposed Budget for State Fiscal Years (SFY) 2025 and 2026 (July 1, 2025 – June 30, 2027) for the CalNEW program

Proposed Budget Amount (Total): \$
Proposed Budget Amount for 2025-26 SFY: \$
Proposed Budget Amount for 2026-27 SFY: \$

Anticipated Number of Youth to be Served:
Anticipated Number of Families to be Served:

Authorized Agent Signature (CDSS recommends signature from Superintendent or Assistant Superintendent)

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

Authorized Agent Signature _____ Date _____

PROGRAM NARRATIVE #2 ADDENDUM

Describe your organization’s ongoing capacity to serve SED newcomers and their families and provide support services (throughout the remaining program period from July 1, 2024, through June 30, 2027).

1. Describe your organization’s efforts to promote safe and secure learning environment for students as required by [Education Code \(EDC\) sections 234 – 234.7](#)
2. How are you ensuring that the school staff receive adequate training on the protections provided to immigrant students under [EDC sections 234 – 234.7](#), and how is this training incorporated into the school’s regular professional development programs?
3. Regardless of funding sources, how do your organization’s current partnerships with non-profit legal service providers support the provision of immigration legal services, including but not limited to legal education and outreach, to newcomer youth and their families? How are these partnerships leveraged to inform immigrant and refugee families about available resources?

Table 1: Leveraging Existing Funding Streams (Update this section from your original Program Plan)

Source	SFY 2024-25 Amount	Projecte d SFY 2025-26 Amount	Projecte d SFY 2026-27 Amount	Funded Studen t Count
Title I – Part A				
Title I – Part C				
Title I – Part D				
Title III – English Learner Student Program				
Title III – Immigrant Student Program				
LCFF Supplemental Grant				
LCFF Concentration Grant				
Other (Nonprofit sub-grants, philanthropic investments, etc.)				

Linguistically and Culturally Responsive Staff

The CalNEW program and Office of Immigrant Youth require grantees to engage linguistically and culturally responsive staff to connect with and empower newcomer youth and families, support youth’s development, and refer families to available resources so they can access the assistance available to them and meet their basic needs. See the Program Guidelines, Section C for information regarding minimum staff requirements.

1. In the table below, list the updated proposed staff positions funded as part of this plan, in whole or in part, with CalNEW program funds.

Table 1: Provide updated CalNEW program staff positions.

Position	Number of Staff	Percent of FTE	Total Salary and Benefits Per Year	Role (In connection to each of the Program Components)
<i>Example: Community Navigator</i>	<i>2</i>	<i>Each at .5 FTE</i>	<i>Enter total for 2 positions</i>	

2. List the qualifications for the new personnel that will support the implementation and delivery of services, including those designated to administer the program, coordinate services, and engage youth and families.
 - a. Include position requirements and duties.
 - b. Describe how staff will meet the linguistic and cultural needs of newcomer pupils, English Learners and their families.

CalNEW Program Budget Narrative – Amended budget proposal SFY 2021-2027 in Excel format

The CDSS will provide the necessary budget template to be used by Grantees. The Grantees will complete a proposed budget and budget narrative for the SFY 2025-26 and 2026-2027 that shows the correlation between the amended budget allocation for SFY 2025-26, SFY 2026-2027, program activities, and the program components. Starting with program plans as of July 1, 2024, grantees must also include two line item for travel to CalNEW approved in-person events and youth leadership council at the school sites.

Subgrantee(s) Information- Excel Format

Proposed CalNEW program subgrantees. The CDSS will provide the template to be used to enter the subgrantee information.



Board Office Use: Legislative File Info.	
File ID Number	24-2876
Introduction Date	12/11/24
Enactment Number	24-2236
Enactment Date	12/11/24 er

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Julie Kessler, Director of Newcomer Programs

Meeting Date December 11, 2024

Subject Amendment No. 2 - Grant Agreement - California Department Social Services - California Newcomer Education and Well-Being and Refugee School Impact Program Plan - ELLMA Department

Ask of the Board Approve Amendment No. 2 to the Grant Agreement with California Department of Social Services, #CalNEW20-OUSD A-2.

Background and Recommendation The goal for the CalNew program from CDSS is to provide community-based and client-centered support services to newly arrived children, youth, and families.

The ELLMA team received a three year grant agreement with CDSS to support English Language Learner Students with site-based staffing and systemic intake support that ended in the 2023-2024 school year.

We are proposing to amend this grant with the additional \$453,223.94, that CDSS has awarded us to further develop that work in the 2024-2026 school year.

Term Start Date: 7/1/2021 End Date: 06/30/2026

Not-To-Exceed Amount \$453,223.94, increasing the agreement from \$2,385,520.00 to an amount not to exceed \$2,838,743.94.

Competitively Bid N/A - Grant Amendment

If the Service Agreement/Contract was not competitively bid and the not-to-exceed amount is more than \$109,300, list the exception(s) that applies (requires Legal review/approval and may require a resolution):
[Exception]

**In-Kind
Contributions**

N/A

**Funding
Source(s)**

#CalNEW20-OUSD A-2 Grant

Attachment(s)

- Face Sheet
- Grant Agreement
- Award Letter
- Exhibit A
- Exhibit B
- Exhibit D
- 23-1659 Amendment No. 1,
- Original Grant Agreement, File ID #21-1430, Enactment #21-1033



OUSD Grants Management Face Sheet

Title of Grant: Amendment to California Newcomer Education & Well-Being OUSD grant	Funding Cycle Dates: 07-01-2024- 6/30/26
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Giselda Loza Refugee Programs Bureau California Department of Social Services 744 P Street MS 9-6-646 Sacramento, CA 95814 916-654-1248	Grant Amount for Full Funding Grant for OUSD in an amount not to exceed \$453,223.94
Funding Agency: Refugee Programs Bureau California Department of Social Services 744 P Street MS 9-6-646 Sacramento, CA 95814	Grant Focus: Development organizational capacity to provide services that support the integration of immigrant and refugee youth and families.
List all School(s) or Department(s) to be Served: English Language Learner and Multilingual Achievement (ELLMA),	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The grant's primary focus is to assist newcomer students (including Unaccompanied Immigrant Youth) in accessing resources to meet basic needs, cultivating family engagement and empowerment, and developing English proficiency to enable college and career readiness. These align with OUSD priorities as full service community schools focused on providing equitable access to college and career.
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 4.22% 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.)	Student impacts will be measured according to the rate of cohort graduation of HS newcomer students, as well as the rate of attrition of non-graduating newcomer students year over year. Measurement tools already exist to support this measurement.
Does the grant require any resources from the school(s) or district? If so, describe.	No
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of % 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.)	Name/Title: Nate Dunstan, Program Manager Site: 954 Address: 746 Grand Ave Oakland CA Phone: (510) 922-0061 Email: nathaniel.dunstan@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Nicole Knight		11/5/24
Chief Academic Officer	Sondra Aguilera		11/14/2024

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Senior Business Officer	Lisa Grant Dawson		
Superintendent	Kyla Johnson-Trammell		

STANDARD AGREEMENT

GRANT AGREEMENT NUMBER

GRANT (NEW) (AMENDED)

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

State Agency's Name

Grantee's Name

2. The term of this Agreement is:

Start Date

Through End Date

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A		
Exhibit A-1		
Exhibit A-2		
Exhibit A-3		
Exhibit A-4		
Exhibit B		
Exhibit B-1		
Exhibit B-2		
Exhibit B-3		
Exhibit B-4		
Exhibit C*		
Exhibit C-1		
Exhibit C-2		
Exhibit D		
Exhibit D-1		
Exhibit D-2		
Exhibit E		
Exhibit E-1		
Exhibit E-2		

Exhibits	Title	Pages
Exhibit F		
Exhibit F-1		
Exhibit F-2		
Exhibit G		
Exhibit G-1		
Exhibit G-2		
Exhibit H		
Exhibit H-1		
Exhibit H-2		
Exhibit I		
Exhibit I-1		
Exhibit I-2		

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

GRANTEE

Grantee’s Name (if other than an individual, state whether a corporation, partnership, etc.)

Grantee’s Business Address City State Zip

Printed Name Of Person Signing Title

Grantee Authorized Signature Date Signed

STATE OF CALIFORNIA


Agency Name


Agency Business Address City State Zip

Printed Name Of Person Signing Title

Agency Authorized Signature Date Signed

Exemption (If applicable)


 Benjamin Davis, President, Board of Education
 12/13/2024


 Kyla Johnson Trammell, Secretary, Board of Education
 12/13/2024



KIM JOHNSON
DIRECTOR

CALIFORNIA HEALTH & HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



GAVIN NEWSOM
GOVERNOR

March 18, 2024

Oakland Unified School District
Nathan Dunstan, Program Manager Refugees & Newcomers English Language Learner
1011 Union Street
Oakland, CA 94607

SUBJECT: CORRECTED CALIFORNIA NEWCOMER EDUCATION & WELL-BEING NOTICE OF AWARD

Dear Nathan Dunstan,

This letter is a correction to the Notice of Award previously sent to your school district in January of this year. As noted in the original Notice of Award (NOA), the California Department of Social Services (CDSS), Office of Immigrant Youth (OIY) is pleased to announce that we are amending the California Newcomer Education & Well-Being (CaINEW) grant agreements to augment current budgets and to extend the agreement term from **June 30, 2024, to June 30, 2026**. Please review the corrected total award amount before preparing your Budget Detail and Narrative.

Funding Award

SCHOOL DISTRICT	Agreement #	SL#	Augmented Amount FY 2024-2026
Oakland Unified School District	CaINEW20-OUSD A-2	16000	\$27,658.19
	CaINEW20-OUSD A-2	16001	\$74,189.19
	CaINEW20-OUSD A-2	16003	\$351,376.56
CORRECTED TOTAL			\$453,223.94

Your school district will be required to comply with the awarded deliverables detailed in the approved work plan, including submitting quarterly Expenditures Report forms and semi-annual Progress Reports to assess satisfactory performance and compliance with Agreement requirements.

The CDSS will contact your organization to execute an amendment to Grant Amendment CaINEW20-OUSD A-2. This Notice of Award (NOA) is subject to execution of an amendment to the Agreement; as a result, this Notice does NOT constitute the formation of a binding Agreement between the CDSS and your organization.

This NOA is subject to the execution of a written amendment to Agreement CaINEW20-OUSD A-2. Your school district shall not acquire any legal or equitable

rights relative to the grant services until an Agreement containing terms and conditions acceptable to the CDSS is executed. The CDSS further reserves the right to cancel this NOA at any time prior to the execution of a written Agreement.

This award decision is conditioned upon final approval by the CDSS and the successful execution of an amendment. We look forward to working with your school district to administer the CalNEW program to reach the immigrant population in the State of California.

If you have questions regarding this NOA, please e-mail your inquiry to OIY@dss.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Carolina Sheinfeld", with a stylized flourish at the end.

CAROLINA SHEINFELD, Chief
Office of Immigrant Youth

CDSS/Oakland Unified School District

**EXHIBIT A
(Grant Agreement)****SCOPE OF WORK****A. BACKGROUND AND PURPOSE**

Section 42 of Assembly Bill 77 (Chapter 5.4, Statutes of 2020) added Chapter 5.4 (Section 13265) to Part 3 of Division 9 of the Welfare and Institutions Code (WIC) authorizing the California Department of Social Services (CDSS) to administer the California Newcomer Education and Well-Being (CalNEW) program to provide services to newcomer pupils, English learners, and immigrant families. Section 59 of Assembly Bill 89 (Chapter 7, Statutes of 2020) appropriated twenty million dollars (\$20,000,000) from the State General Fund to CDSS to provide services under the CalNEW program. The Budget Act of 2022, Senate Bill (SB) 154, Item 5180-161-0001 appropriated an additional \$5 million.

The CalNEW program provides supplemental resources to school districts with significant numbers of newcomer pupils or a significant population of English learner students.

The goal of the CalNEW program is to provide linguistically and culturally responsive support services to newcomer students, English learners, and immigrant families using school sites as the services hub. The purpose of the CalNEW program is to support the academic performance of newcomer students-and the successful integration of these students-and their families into their new communities.

The funds provided for services pursuant to this Agreement shall be for the sole purpose of providing linguistically and culturally responsive case management and support services to youth and families as approved by CDSS in the Grantee's program plan. The CalNEW funds may be used to hire staff to coordinate and/or conduct services, which shall include, but not be limited to:

1. Connections for Basic Needs Support – Connect families with resources and services to address critical basic needs, such as food, housing, and health care, to support family stability and well-being.
2. Family Engagement and Empowerment – Integrate parents into the school community and equip them with the resources, information, and capacity to partner with schools in supporting their children's education.

CDSS/Oakland Unified School District

**EXHIBIT A
(Grant Agreement)**

3. Youth Engagement and Development – Support the academic, linguistic and socioemotional growth of students, and build pathways to postsecondary success.
4. Coordination and collaboration with the CalNEW program evaluation and technical assistance provider.
5. Participation in CalNEW program evaluation and technical assistance activities, including, but not limited to, data collection, consultative sessions, and participation in community of practice activities.

B. TERMS AND CONDITIONS

The Oakland Unified School District agrees and understands that as a condition of funding, the Grantee shall provide the services as described and required in this Agreement, which incorporates by reference the California Newcomer Education and Well-Being Program Guidelines 2021-2026.

1. Term:

- a. The term of this Agreement shall be July 1, 2021, through June 30, 2026.

2. Grantee Final Program Plan and Budget:

- a. Grantee shall prepare and submit to the CDSS a Final Program Plan, upon final execution of this Agreement, which shall identify how the Grantee will provide the services in Exhibit A of this Agreement and shall include a narrative addressing the following:
 - 1) Existing capacity and program sustainability;
 - 2) A plan to leverage existing infrastructure;
 - 3) Data showing a high number of pupils and families that meet the eligible population requirements. The school district must include a plan to identify eligible CalNEW program participants;
 - 4) A plan to implement service components and ensure staff capacity;
 - 5) Capacity to administer the program;
 - 6) A plan to execute agreements (subgrants);
 - 7) Proposed outcomes and measures; and
 - 8) A program plan budget including budget line items, a budget narrative, and a subgrantee table.
- b. Grantee may modify the Final Program Plan only with prior written consent from the CDSS. Said changes to the Final Program Plan shall not require an amendment to the Agreement.

CDSS/Oakland Unified School District

**EXHIBIT A
(Grant Agreement)**

- c. As necessary to comply with amendments, the Grantee shall prepare and submit an Addendum to their Program Plan to incorporate any changes made to the Agreement or the Program Guidelines.
- d. The Final Program Plan shall be subject to CDSS approval.

C. GRANTEE RESPONSIBILITIES

The Grantee shall:

- 1. Undertake, carry out, and complete, in a competent and satisfactory manner, all the work and services set forth in this Agreement and the Final Program Plan.
- 2. Grantee may subgrant with an individual or non-profit organization to perform part or all the services described in Exhibit A of this Agreement, only upon advance written approval from CDSS. Grantees that subgrant shall:
 - a. Ensure that, at all times during the term of this Agreement, subgrantees maintain the qualifications required to provide the services for which the Grantee receives funding.
 - b. Provide to CDSS a signed agreement between Grantee and each subgrantee within 90 days of the final execution of this Agreement that describes the services to be provided by the subgrantee pursuant to this Agreement, and the compensation to be received by the subgrantee for performing said services.
 - c. Assume responsibility for all work performed under this Agreement. If any subgrantee fails to perform a portion of the work in a manner satisfactory to the CDSS, the subgrantee shall be removed immediately upon written request of the CDSS and shall not be re-employed in the work.
 - d. Verify status and/or satisfactory completion of the activities by subgrantees before submitting an Invoice Claim Form or report, which includes the subgrantee's activities.
 - e. Not substitute any subgrantee without advance written consent of the CDSS.
- 3. Maintain records of any and all services performed for a period not less than three (3) years after final payment or until the completion of any ongoing audits.
- 4. Provide the CDSS with unrestricted access to documents, files, reports, materials, and data developed by the Grantee or their subgrantees solely in relation to work within three (3) working days of written request.

CDSS/Oakland Unified School District

**EXHIBIT A
(Grant Agreement)**

5. Verify that youth participating in CalNEW funded activities meet eligibility requirements and maintain an affidavit, signed by the Grantee's agent, with the authority to sign on the Grantee's behalf, certifying that youth and families receiving CalNEW services and participating in CalNEW activities are eligible.
6. Leverage existing relationships with organizations and trusted messengers in the community to reach families and promote access to safety net programs. Collaborate and provide evidence of collaboration as instructed by the CDSS with a minimum of four community-based organizations.
7. Provide CalNEW Progress Reports in the format and within the time frames specified by the CDSS. Reports must address how the Grantee is meeting the objectives of the CalNEW program and shall include, but not be limited to, qualitative and quantitative data addressing connections for basic needs support, family engagement and empowerment, and youth engagement and development.

NOTE: Grantee's semi-annual Progress Reports are an integral part of the State's ability to meet CalNEW reporting requirements. Completion of reports is the Grantee's responsibility. These documents are used in the development of the allocation methodology and reports to the CDSS Directorate, the Governor's Office, and the State Legislature; therefore, it is incumbent that the Grantee submits them on the dates noted in the most recent Program Guidelines.

8. Submit a CalNEW Final Performance Report in the format and within the time frame specified by the CDSS. The CalNEW Final Performance Report must address how the Grantee met the objectives of the CalNEW program and shall include, but not be limited to, qualitative and quantitative data addressing connections for basic needs support, family engagement and empowerment, and youth engagement and development.
9. Provide CalNEW Expenditure reports, school district invoices, and supporting documentation in the format and within the time frames to be specified by the CDSS.
10. Meet with CDSS staff as necessary regarding the operation of the CalNEW program.
11. Reimburse the CDSS for any disallowed costs as determined by a state and/or federal audit or review.
12. Participate and present at conferences and workshops, at the request of the CDSS, in order to disseminate and share CalNEW program activities, program knowledge and best practices; and, network and exchange information with other organizations regarding the CalNEW program.

CDSS/Oakland Unified School District

EXHIBIT A
(Grant Agreement)

13. Participate in all Technical Assistance and Evaluation activities and respond to inquiries from the CDSS and the evaluator.

D. ALLOWABLE ACTIVITIES

Allowable activities include support services and activities that will foster connections for basic needs support, family engagement and empowerment, and youth engagement and development. In accordance with the Program Guidelines, allowable services and activities may include, but are not limited to:

1. Resource mapping;
2. Partnerships with local organizations to assist in addressing basic needs, including physical and mental health, housing, food, and transportation;
3. Partnerships and outreach to increase access to public benefits;
4. Partnerships with legal immigration service providers to conduct on-site outreach for the CalNEW program;
5. Individualized support to immigrant families;
6. School events focused on engaging, informing, and supporting immigrant families;
7. Parent workshops to introduce immigrant families to leadership opportunities and inform them of available feedback;
8. Targeted parent education sessions on digital literacy, early literacy, English as a Second Language and citizenship classes, among others;
9. Academic enrichment and intervention, including out of school time and summer programs, support groups, extracurriculars, and athletics;
10. Providing leadership opportunities for newcomer youth through school site and district newcomer youth leadership councils;
11. Encouraging youth participation in the CalNEW Community of Practice's Statewide Youth Council;

CDSS/Oakland Unified School District

**EXHIBIT A
(Grant Agreement)**

12. Increasing student access to college counseling, career counseling and higher education preparation programs; and
13. Increasing completion of Career Technical Education pathway programs.

E. ADDITIONAL TERMS AND CONDITIONS

Grantee shall:

1. Expend funds only as described in Exhibit B – Budget Detail and Payment Provisions of this Agreement, unless prior written permission is granted by the CDSS.
2. Amendments to the Scope of Work must be initiated in writing by either the CDSS or the Grantee, and must be mutually approved in writing by CDSS and Grantee, before any changes can be implemented.
3. Maintain and manage records of CalNEW program activities and expenditures in accordance with all applicable state and federal privacy laws.
4. Comply with Exhibit E – Attachment 1, CDSS Information Confidentiality and Information Security Requirements.
5. Comply with any written response from the CDSS to the Grantee's reports, including requested due dates for any additional information or required reports.
6. Return any improper payment or overpayment.
7. Not purchase any electronic devices or computer-related software (i.e., computer devices [computers, laptops, tablets, printers, copiers, etc.], handheld electronic devices [iPod, iPad, Tablets, Android devices, e-readers, etc.], Rosetta Stone or other software programs, etc.) unless the request to purchase is included in the Grantee's approved Program Plan or a written request is submitted to and approved by the CDSS. Purchase of these items is limited and must be directly related to program activities.

F. CDSS RESPONSIBILITIES

The CDSS shall:

1. Provide program consultation and technical assistance to the Grantee upon request. A CDSS Grant Manager will be assigned to assist the Grantee. The Grant Manager will be the primary contact responsible for consultation and assistance to the program.

CDSS/Oakland Unified School District

**EXHIBIT A
(Grant Agreement)**

2. Monitor and evaluate the Grantee's performance, expenditures, and service levels for compliance with grant requirements. The CDSS may review data, eligibility documentation, materials, publications, curricula used by the program, etc., and all fiscal records related to the program. Grant monitoring shall be accomplished in a manner, location, and time at the sole discretion of the CDSS.
3. Provide the Grantee with reporting forms and/or formats and time frames for submission of reports.
4. Evaluate Grantee's semi-annual Progress Report and Final Program Report for compliance and provide a written response within 15 days of receipt if the report is determined inconsistent with reporting requirements. Grantees are to comply with the CDSS' written response, including requested due dates for any additional information or required reports.
5. Review all invoices submitted by Grantee 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 Grantee shall be responsible for the return of any improper payment or overpayment.
6. Provide Grantee a written amendment to be mutually agreed upon in the event CDSS would like 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 grant decisions. The evaluation shall include, but is not limited to, grant 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 Grantee, and must be mutually approved in writing by the CDSS and Grantee, before any changes can be implemented.
2. 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 Grantee or the CDSS, respectively.
3. Exhibit E – Attachment 1, CDSS Information Confidentiality and Information Security Requirements shall survive the expiration or termination of the CalNEW program.

H. PROGRAM REPRESENTATIVES

The Program Representatives during the term of the Agreement shall be:

CDSS/Oakland Unified School District

EXHIBIT A
(Grant Agreement)

CDSS

Griselda Loza
Manager
Office of Immigrant Youth
744 P Street, MS 9-6-646
Sacramento, CA 95814
(916) 317-0290
Griselda.Loza@dss.ca.gov

Oakland Unified School District

Nathaniel Dunstan
Program Manager
Refugee & Newcomers
1011 Union Street, Site 946
Oakland CA 94610
(510) 922-0061
Nathaniel.dunstan@ousd.org

Either party may change the Agreement Representative but is required to provide written notification of the change to the other party within ten (10) business days. Said changes shall not require an amendment to this Agreement.

**EXHIBIT B
(Grant Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The term of this Agreement shall be from July 1, 2021 through June 30, 2026. All services must be completed by June 30, 2026.
2. The maximum amount payable under this Agreement shall not exceed \$2,838,743.94. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s), subject to continued funding:

2021/2022/2023	\$2,385,520.00
2024/2025	\$453,223.94

3. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Grantee for said services in accordance with the rates specified herein as Exhibit B – Attachment 1.
4. Grantee may submit a written request for advancement of funds of up to 25 percent of the total awarded amount within 30 calendar days from the execution date of this Agreement.
5. Funding for necessary travel expenses and per diem are included in this Agreement and will be reimbursed at rates established by the California Department of Human Resources for comparable classes. (See <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>). Grantee will itemize travel expenses, including receipts, and submit to CDSS Program Grant Manager for approval. This approval, including itemization and receipts must be attached to the invoice submitted for payment.

The CDSS Program Grant Manager agrees to certify and maintain the documents substantiating travel and per diem for a period not less than three years after final payment of this Agreement.

No travel outside of the State of California by Grantee shall be reimbursed unless there is prior written authorization from CDSS.

6. Grantee shall submit the request for payment using the Expenditures Report Form, along with an invoice and supporting documentation on a quarterly basis as specified by the CDSS.
7. Invoices shall include the Agreement Number CalNEW20-OUSD A-2 and Index Code 9990 and shall be electronically submitted on Grantee's letterhead as specified by the CDSS. Any invoices submitted without the above referenced information may be returned to the Grantee for further re-processing.

**EXHIBIT B
(Grant Agreement)**

8. Invoice payment will be conditioned upon the timely receipt by the CDSS of the CalNEW project progress reports and final report from the Grantee 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 not been granted by the CDSS, invoices will not be processed and will be returned to the Grantee.
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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 Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
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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
(Grant 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.

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Line item shifts of up to ten percent (10%) of the annual grant total are allowable, subject to the prior review and approval of the CDSS Director of the Office of Equity. Line item shifts that meet these criteria do not require a formal grant amendment. Any line item shift exceeding this amount must be executed through a formal grant amendment. All requests for line item shifts must be submitted in writing and include a substantial business justification for the shift. Fund shifts which increase indirect costs are prohibited. If the Agreement is formally amended for any other purpose, all line item shifts agreed to by the parties and not previously included in an amendment must be included in the amendment.

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

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

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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.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

A. Dispute Provisions

1. If the Grantee 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, Grantee 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) Grantee believes the decision of the State representative to have been in error (if applicable, reference pertinent grant provisions);
 - c. identification of all documents and substance of all oral communication which support Grantee'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 Grantee 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 grant 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, Grantee files with the California Department of Social Services a notice of appeal addressed to:

California Department of Social Services
744 P Street, M.S. 9-6-646
Sacramento, CA 95814
Attention: Bureau Chief, ~~Refugee Programs Bureau~~ **Office of Immigrant**

Youth

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

B. Termination of the Agreement

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

C. Debarment and Suspension

For federally funded agreements, **Grantee certifies** that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any subgrantee utilized under this agreement, are not debarred or suspended from federal financial assistance programs and

**EXHIBIT D
(Standard Agreement)**

activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Grantee also certifies that it or any of its subgrantees 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 Grants Exceeding \$100,000 in Federal Funds.

1. For Agreements with Grantees 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 Grantee 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 grant, 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 grant, 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 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 Grantee 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. Computer Software Copyrights

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

**EXHIBIT D
(Standard Agreement)**

F. 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. § 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.

G. Subgrantees

(Applicable to agreements in which the Grantee subgrants out a portion of the work.) Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS and any subgrantees, and no subgrantee shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be fully responsible to CDSS for the acts and omissions of its subgrantees 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 Grantee. The Grantee's obligation to pay its subgrantees is an independent obligation from the obligation of CDSS to make payments to the Grantee. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subgrantee.

H. 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 subgrant. Any subgrantee receiving \$25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated.

I. Accessibility Requirements

Grantee shall comply with California Government Code sections 7405 and 11135 which requires, among other things, that Grantee shall comply with the accessibility requirements of Section 508 of the Federal Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. All Grantee deliverables shall meet the requirements of the Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at minimum Level AA success criteria. Grantee shall respond to and resolve any complaint regarding accessibility of its products or services that is brought to its attention.

J. Russia – Ukraine Conflict Economic Sanctions

**EXHIBIT D
(Standard Agreement)**

Grantee shall ensure compliance with economic sanctions imposed the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions). Economic sanctions include, but are not limited to, refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), and not transferring technology to Russia or Russian entities. Grantee (s) are further notified that they will be subject to additional reporting requirements pursuant to Executive Order (N-6-22) issued on March 4, 2022, and any other subsequently issued orders.



Board Office Use: Legislative File Info.	
File ID Number	23-1659
Introduction Date	6/28/23
Enactment Number	23-1316
Enactment Date	6/28/2023 CJH

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Julie Kessler, Director of Newcomer Programs

Meeting Date June 28, 2023

Subject Amendment No. 1 - Grant Agreement - California Department Social Services - California Newcomer Education and Well-Being and Refugee School Impact Program Plan - ELLMA Department

Ask of the Board Approve Amendment No. 1 to the Grant Agreement with California Department of Social Services, #CalNEW20-OUSD A-1.

Background and Recommendation The English Language Learner and Multilingual Achievement (ELLMA) team is currently in year 2 of a three year grant agreement with CDSS CalNew to support English Language Learner Students.

We are proposing to amend this grant with the additional \$550,000.00 that CDSS has awarded us to further develop our English Language Learner Student work to support our Students With Interrupted Formal Education.

Term Start Date: 7/1/2021 End Date: 06/30/2024

Not-To-Exceed Amount \$550,000.00, increasing the agreement from \$1,835,520.00 to an amount not to exceed \$2,385,520.00.

Competitively Bid N/A - Grant Amendment

If the Service Agreement/Contract was not competitively bid and the not-to-exceed amount is more than \$109,300, list the exception(s) that applies (requires Legal review/approval and may require a resolution):
[Exception]

In-Kind N/A

Contributions

Funding Source(s) #CalNEW20-OUSD A-1 Grant

Attachment(s)

- Face Sheet
- Grant Agreement
- Exhibit B
- Award Letter
- Amendment Proposal
- Original Grant Agreement, File ID #21-1430, Enactment #21-1033

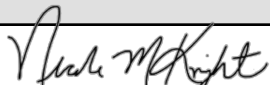
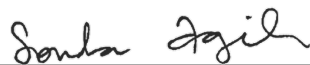
OUSD Grants Management Face Sheet

Title of Grant: California Newcomer Education & Well-Being OUSD Grant #CaINew20-OUSD A-1	Funding Cycle Dates: 07-01-2023 to 06-30-2024
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Migdalia Wade Refugee Programs Bureau California Department of Social Services 744 P Street MS 9-6-646 Sacramento, CA 95814 916-654-1248	Grant Amount for Full Funding Grant for OUSD in an amount not to exceed \$550,000.00, increasing the agreement from \$1,835,520.00 to an amount not to exceed \$2,385,520.00
Funding Agency: Refugee Programs Bureau California Department of Social Services 744 P Street MS 9-6-646 Sacramento, CA 95814	Grant Focus: Development organizational capacity to provide services that support the integration of immigrant and refugee youth and families.
List all School(s) or Department(s) to be Served: English Language Learner and Multilingual Achievement (ELLMA) Department	

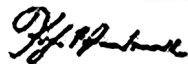
Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The grant's primary focus is to assist newcomer students (including Unaccompanied Immigrant Youth) in accessing resources to meet basic needs, cultivating family engagement and empowerment, and developing English proficiency to enable college and career readiness. These align with OUSD priorities as full service community schools focused on providing equitable access to college and career. This amendment focuses on creating instructional supports for Students with Interrupted Formal Education.
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 4.22% 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.)	Student impacts will be measured according to the rate of cohort graduation of HS newcomer students, as well as the rate of attrition of non-graduating newcomer students year over year. Measurement tools already exist to support this measurement.
Does the grant require any resources from the school(s) or district? If so, describe.	No resources. ELLMA personnel will work with newcomer teachers to pilot and offer feedback on instructional tools.

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 % for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Funds from this grant will be used to contract the SIFE Equity Project as a subgrantee
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.)	Name/Title: Julie Kessler, Director of Newcomer Programs Site: 954 Address: 1000 Broadway, Oakland CA Phone: (415) 269-2027 Email: Julie.Kessler@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Nicole Knight		06/20/2023
Chief Academic Officer	Sondra Aguilera		6/20/2023

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Senior Business Officer	Lisa Grant Dawson		
Superintendent	Kyla Johnson-Trammell		6/29/2023

STANDARD AGREEMENT

GRANT AGREEMENT NUMBER
 CaINEW20-OUUSD A-1

GRANT (NEW) (AMENDED)

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

State Agency's Name California Department of Social Services
Grantee's Name Oakland Unified School District

2. The term of this Agreement is: Effective upon signed by both parties

Start Date 07/01/2021	Through End Date 06/30/2026
--------------------------	--------------------------------

3. The maximum amount of this Agreement is: \$2,385,520

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A		
Exhibit A-1		
Exhibit A-2		
Exhibit A-3		
Exhibit A-4		
Exhibit B	Budget Detail and Payment Provision	3
Exhibit B-1	Budget and Justification	3
Exhibit B-2		
Exhibit B-3		
Exhibit B-4		
Exhibit C*		
Exhibit C-1		
Exhibit C-2		
Exhibit D		
Exhibit D-1		
Exhibit D-2		
Exhibit E		
Exhibit E-1		
Exhibit E-2		

Exhibits	Title	Pages
Exhibit F		
Exhibit F-1		
Exhibit F-2		
Exhibit G		
Exhibit G-1		
Exhibit G-2		
Exhibit H		
Exhibit H-1		
Exhibit H-2		
Exhibit I		
Exhibit I-1		
Exhibit I-2		

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

GRANTEE			
Grantee's Name (if other than an individual, state whether a corporation, partnership, etc.) Oakland Unified School District			
Grantee's Business Address 1011 Union Street	City Oakland	State CA	Zip 94607
Printed Name Of Person Signing	Title		
Grantee Authorized Signature	Date Signed		

STATE OF CALIFORNIA			
Agency Name California Department of Social Services			
Agency Business Address 744 P Street , M.S.9-6-646	City Sacramento,	State CA	Zip 95814
Printed Name Of Person Signing Marcela Ruiz	Title Director, Office of Equity		
Agency Authorized Signature	Date Signed		

Exemption (If applicable)

Approve As To Form:

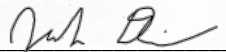

 Joshua R. Daniels
 Chief Governance Officer

EXHIBIT B
(Grant Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The term of this Agreement shall be from July 1, 2021 through June 30, 2024. All services must be completed by March 31, 2024.

2. The maximum amount payable under this Agreement shall not exceed ~~\$1,835,520.00~~ **\$2,385,520**. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s), subject to continued funding:

2021/22	\$1,835,520.00
<u>2022/23</u>	<u>\$550,000.00</u>

3. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Grantee for said services in accordance with the rates specified herein as Exhibit B – Attachment 1.

4. Grantee may submit a written request for advancement of funds of up to 25 percent of the total awarded amount within 30 calendar days from the execution date of this Agreement.

5. Funding for necessary travel expenses and per diem are included in this Agreement and will be reimbursed at rates established by the California Department of Human Resources for comparable classes. (See <http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx>). Grantee will itemize travel expenses, including receipts, and submit to CDSS Program Grant Manager for approval. This approval, including itemization and receipts must be attached to the invoice submitted for payment.

The CDSS Program Grant Manager agrees to certify and maintain the documents substantiating travel and per diem for a period not less than three years after final payment of this Agreement.

No travel outside of the State of California by Grantee shall be reimbursed unless there is prior written authorization from CDSS.

6. Grantee shall submit the request for payment using the Expenditures Report Form, along with an invoice and supporting documentation on a quarterly basis as specified by the CDSS.

7. Invoices shall include the Agreement Number CalNEW20-OUSD **A-1** and Index Code 9990 and shall be electronically submitted on Grantee's letterhead as specified by the CDSS. Any invoices submitted without the above referenced information may be returned to the Grantee for further re-processing.

EXHIBIT B
(Grant Agreement)

8. Invoice payment will be conditioned upon the timely receipt by the CDSS of the CalNEW project progress reports and final report from the Grantee 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 not been granted by the CDSS, invoices will not be processed and will be returned to the Grantee.
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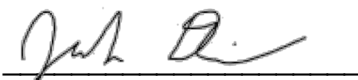
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Approve As To Form:



Joshua R. Daniels
Chief Governance Officer

Date: June 20, 2023



KIM JOHNSON
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



GAVIN NEWSOM
GOVERNOR

May 11, 2023

TO: Julie Kessler
Director of Newcomer Programs
English Language Learner and Multilingual Achievement
Oakland Unified School District

SUBJECT: Notice of Award(s): California Newcomer Education & Well-Being Program

The California Department of Social Services (CDSS), Office of Immigrant Youth (OIY) is pleased to announce a second allocation for the California Newcomer Education & Well-Being (CalNEW) program for State Fiscal Year (SFY) 2022-23. The CDSS evaluated a proposal from Oakland Unified School District (OUSD) to augment its budget to administer and coordinate the development of a curriculum for Students with Interrupted Formal Education. The CDSS is hereby announcing its award to OUSD for \$550,000.00 to be used for the development of a SIFE curriculum.

Funding Award

SCHOOL DISTRICT	Agreement #	Total Allocation
Oakland Unified School District	CalNEW2-OUSD	\$550,000.00

Your school district will be required to comply with the awarded deliverables detailed in the amended workplan and complete quarterly reports to assess satisfactory performance and compliance with agreement requirements.

The CDSS will contact your school district soon to amend your current CalNEW agreement (CalNEW20-OUSD) to reflect the additional \$550,000.00. This Notice of Award (NOA) is subject to an execution of an amendment to the CalNEW20-OUSD agreement. As such, this NOA does not constitute the formation of a binding agreement between the CDSS and OUSD.

Your school district shall not acquire any legal or equitable rights relative to the grant services until an amendment to the CalNEW20-OUSD agreement containing terms and conditions acceptable to the CDSS is executed. The CDSS further reserves the right to cancel this NOA at any time prior to the execution of a written agreement.

We look forward to working with OUSD as you continue serving newcomer pupils entering your school district.

Sincerely,

Carolina Sheinfeld, Chief
Office of Immigrant Youth
Office of Equity



Proposal to Amend OUSD CalNew Grant for 2021-2024 Grant Period to Support Inter-CalNew-District SIFE Curriculum Development

Existing Landscape

OUSD's English Language Learner and Multilingual Achievement (ELLMA) office has been a partner district and recipient of CalNew funding since 2018 and has a comprehensive array of strategies, programs, and services to address the needs of English Language Learners, focusing on those who are recent immigrants from socioeconomically disadvantaged backgrounds. Because of the predominance of socioeconomic disadvantage among newcomer students, all work supporting this population is organized with this demographic at the forefront. Work in support of newcomers is divided into two divisions, wrap-around services and instructional supports.

Wrap-around services include a centralized enrollment process through ELLMA's Refugee Asylee Student Assistance Program (RASAP) office, staffed with linguistically responsive staff and specifically designed for newcomer student intake that includes extensive screening and relaying of information to site- and community-based service providers. Central to community-based service providers are legal agencies which represent students in their immigration cases, as well as partners who provide community navigation and other resettlement support. At the site level, a team of 13 social workers provides clinical case management support to students across 15 sites that enroll nearly all newcomers in the secondary grades. Through a partnership with the Alameda County Health Care Services Agency three school sites also include short term clinical support staffing for unaccompanied immigrant youth. Finally, under the new Opportunities for Youth grade via CDSS, OUSD works to re-engage students who have stopped attending school and ensure that their ongoing legal needs are addressed.

Instructionally, OUSD has articulated a continuum of newcomer programming at all grade levels to respond to this population which represents nearly 10% of district enrollment. Fourteen (14) elementary sites with high newcomer enrollment will have teachers on special assignment (TSAs) in 2021-22 to provide supplemental English instruction and provide professional development to other teachers to build capacity to support newcomers. In secondary contexts, newcomer programming includes dedicated newcomer teachers, counselors, and other support staff. Thanks to the support of previous CalNEW grant as well as other funding sources, 9 school sites provide supplemental "Newcomer Assistant" staffing to support early literacy instruction for Students with Interrupted Formal Education (SIFE).

Need Statement

For our Students with Interrupted Formal Education (SIFE), we know that the educational needs that they bring require a different level of support and coordination than the rest of our immigrant and newcomer students. In conversation with district leaders from other CalNew districts, we have heard a common theme around the need for more targeted instructional support for this vulnerable population. We have begun conversations with some of our target partner districts and their SIFE teachers around what needs they have and believe that this curriculum could fill an existing resource gap for teachers and districts across the state. While we have begun initial outreach to the districts below, this work could exist with any CalNew district with SIFE students. If we find that districts do not have the bandwidth or desire for collaboration at a district level, we can work with targeted teachers to ensure state-wide applicability of the curriculum.

Target Partner Districts Include:



- Los Angeles*
- Riverside
- Fresno*
- Mendota
- Escondido*
- Grossmont*

Proposed Expansion of Scope

We are proposing that OUSD receive a CalNew amendment to partner with The SIFE Equity Project (TSEP) to develop a SIFE curriculum in collaboration with other CalNew grantees to be available for use by all CalNew districts.

The proposed curriculum would be designed for an ELD / ELA class for the range of early newcomers at the beginning levels of English proficiency. This population includes a subset of early newcomers that are SIFE. These are students who have not yet consolidated foundational literacy skills in the home language and thus will need to develop these building blocks to literacy in English. The SIFE curriculum will target the needs of students with emerging home language literacy in Middle and High School. All students using this newcomer curriculum would be concurrently programmed for content classes for the remainder of the school day in order to have access to grade level content classes with appropriate scaffolds.

The year-long curriculum consists of five modular units designed around high-leverage, high-interest themes and include sets of differentiated texts at 4 different reading levels in English. These units will also include text-related tasks across the four domains (listening, speaking, reading, and writing) to support oral language and literacy development. The modular feature of the units allows for students to 'enter' the class and participate at their reading level at any point in the year without having experienced prior units. This feature is critical for a newcomer class since new students need to be quickly absorbed into the class as they arrive throughout the year. Because of the range of the differentiated resources in units, these flexible units can be implemented in either an ELD/ ELA class for newcomers or a SIFE intervention class. The level of conceptual and language amplification along with age appropriate content and tasks will foster immediate engagement for newcomers.

Unique to this curriculum will be the suite of texts designed for early newcomers including SIFE, learning to read in English as a new language. In order to create the criteria for the leveled thematic texts and companion tasks, we will use the IRLA (Independent Reading Leveling Assessment) from American Reading Company as a point of departure for our developmental literacy framework. Since the IRLA is designed for speakers of English, we will adapt the IRLA criteria to create reading benchmarks and text criteria that are more appropriate to the development of language and literacy for multilingual learners. This framework, which does not exist in the field, will be central to the development of texts and tasks that target oral language and literacy development for secondary newcomers.

Given the extensive labor required of teachers to fully scaffold curriculum for SIFE with developing literacy, this curriculum will provide a complete set of materials for the fully developed unit (i.e. the differentiated readings and questions, the PowerPoints/Google Slide decks for teachers, detailed lesson plans with linked documents that help teachers see clearly what they need to do, student-facing activity guides that are fully scaffolded and differentiated, card sorts, graphic organizers, and other activities that help to "amplify" learning). The texts will be printed in color and all sorts and scrambles will be produced for repeated student use.

The resources will also be "educative" for teachers. The units will include overviews that explain the reasoning behind the unit structure, the scaffolding moves and the intentionality behind the sequencing of different activities that target the spectrum of students' language and literacy skills, as well as clear explanations for ways to differentiate (and the resources for implementing that differentiation across multiple levels of reading, academic and English proficiency).



Proposed Project Components:

<p>Curriculum All resources posted to the dedicated Google Drive for CalNew use or on the Calnew.net website for shared accessibility</p>	<p>One fully developed unit to include:</p> <ul style="list-style-type: none"> ● Theoretical Framework & Guiding Principles <ul style="list-style-type: none"> ○ Includes framing document for text criteria that informs language & literacy development for early newcomers/ SLIFE ● Unit Plan (Backwards designed from a culminating task) ● Formative & Summative Assessments ● Detailed teacher guides for each unit and lesson plans for each lesson ● Rubrics to monitor growth in oral language, reading and writing ● Multilingual glossaries in four languages ● Differentiated and scaffolded texts at four different levels ● Lessons embedded in Google Slides ● Routines & Protocols ● Small group reading lessons for each text ● All student facing materials including texts and manipulatives (sorts, scrambles, thinking maps, activity guides, assessments) ● Core and independent reading texts differentiated at four levels (36 texts total) and printed ● Slides of texts that include audio support <p>TSEP will provide all Unit 1 printed texts and student-facing resources for 5 classrooms. Key resources for 4 additional units aligned to the theoretical framework above:</p> <ul style="list-style-type: none"> ○ Yearlong Scope and Sequence (aligned to CCSS ELA and CA ELD), culminating tasks for each unit as well as language and content objectives, and Essential Questions) ○ Key formative and culminating tasks ○ Core texts at the highest reading level (12 texts) <ul style="list-style-type: none"> ■ 3 core texts for each of the four additional units. <p>** Units will include both narrative and informational texts and one unit will focus on World or United States History content.</p> <p>Suite of reusable differentiated tasks for sheltered content classes To include:</p> <ul style="list-style-type: none"> ● Templates for matching activities, card sorts, paragraph scrambles, thinking maps ● Examples of activities used with History and Science content ● Explanation of routines that support the use of each task. <p>These resources will support content teachers to ‘amplify’ access to language and content for newcomer and SIFE students</p>
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<p>CalNew District Input and Feedback Design Team</p>	<p>Convene an Inter-Calnew District Design Team We propose to organize a group of collaborating California district practitioners of SIFE intervention for curriculum input and piloting. This group would be convened and facilitated quarterly to:</p> <ul style="list-style-type: none"> ● Determine teacher contexts, best practices and needs ● Offer feedback on unit themes, framework, select tasks and resources ● Offer input as we build out the SIFE curriculum section of the CalNew Website on user friendliness and accessibility.
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	<ul style="list-style-type: none"> ● Share learnings, best practices, student work, and instructional strategies connected to curriculum use <p>Our goal is to build a curriculum that would be both available and relevant to the needs of CalNew districts across the network. To do this, we want to have a dedicated co-creation space to gather feedback as the framework, outline, and units are being built. We have already begun conversations with educators in several CalNew districts around their goals for this curriculum and what their needs are.</p>
Workshops & Coaching	<p>Workshops</p> <p>TSEP will provide a Two-day in person launch designed for teachers and district leaders of OUSD who will then share this learning at the quarterly meetings with other CalNew Partners.</p> <p>Overview of the Theoretical Framework</p> <ul style="list-style-type: none"> ● Unpacking the range of language and literacy of the spectrum of newcomers (including SLIFE) <ul style="list-style-type: none"> ○ Role of home language literacy in accessing English literacy ○ Differences between learning to read in home language vs. in a new language and implications for instruction. ○ Teaching reading to emerging speakers of English <ul style="list-style-type: none"> ■ Text Criteria ● Introduction to reading and writing rubrics that inform the theoretical framework and differentiation of texts and resources <ul style="list-style-type: none"> ○ Evaluating reading and writing skills including phonics, phonemic awareness, sight words, fluency and comprehension) <p>Unpacking the Curriculum</p> <ul style="list-style-type: none"> ● Overview of the design <ul style="list-style-type: none"> ○ Unit structure ○ Backward mapping to culminating written task ○ Intentional sequencing of instructional moves ○ Scaffolding and differentiated tasks ○ General design og teaching guide <p>Formative and Summative Assessments</p> <ul style="list-style-type: none"> ○ Unpacking reading and writing rubrics ○ Assessing students reading skills and monitoring growth (entrance and exit criteria at each reading level) ○ Assessing students writing skills and monitoring growth through formative and summative assessments <p>Implementing the Curriculum</p> <ul style="list-style-type: none"> ○ Balancing whole class learning with learning centers ○ Analyzing key instructional routines ○ Establishing learning centers <ul style="list-style-type: none"> ■ Teaching protocols at each center ■ Unpacking the resources for each center



	<ul style="list-style-type: none"> ■ Meeting diverse needs in a heterogeneous classroom ○ Teaching small group reading and writing <ul style="list-style-type: none"> ■ Unpacking small group reading and writing lessons
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Proposed Quarterly Timeline

July-September		
Focus	Deliverables	Engagements
Convene Design Team and Co-Construct Framework	<ul style="list-style-type: none"> ● Develop Framework - Creation of Theoretical Framework & Guiding Principles - (Includes framing document for text criteria that informs language & literacy development for early newcomers/ SLIFE) ● Convene Design Team - Initial engagement with CalNew districts to determine teacher contexts, best practices and needs 	<ul style="list-style-type: none"> ● First quarterly meeting of CalNew Design Team to determine teacher contexts, best practices and needs ● Monthly meeting with OUSD pilot teachers to offer input on framework

October - December		
Focus	Deliverables	Engagements
Pilot Strategies and Design First Unit	<ul style="list-style-type: none"> ● Draft of Unit One Pillars: Build Unit Plan (Backwards designed from a culminating task) and Formative & Summative Assessments 	<ul style="list-style-type: none"> ● Second quarterly meeting of CalNew Design Team to offer feedback on framework, unit one pillars and learn about initial tasks/strategies to try out ● Monthly meeting with OUSD pilot teachers to begin trying out pieces of Unit One

January - March		
Focus	Deliverables	Engagements
Pilot First Unit	<p>Unit One Products</p> <ul style="list-style-type: none"> ● Detailed teacher guides for each unit and lesson plans for each lesson ● Rubrics to monitor growth in oral language, reading and writing ● Multilingual glossaries in four languages ● Differentiated and scaffolded texts at four different levels ● Lessons embedded in Google Slides ● Routines & Protocols ● Small group reading lessons for each text 	<ul style="list-style-type: none"> ● Third quarterly meeting of CalNew Design Team to share unit one and set up spring piloting ● The SIFE Equity Project comes to the Bay Area to provide 2 day training for OUSD teachers on Unit One implementation ● Monthly meeting with OUSD pilot teachers to implement and reflect on Unit One



	<ul style="list-style-type: none"> All student facing materials including texts and manipulatives (sorts, scrambles, thinking maps, activity guides, assessments) Core and independent reading texts differentiated at four levels (36 texts total) and printed Slides of texts that include audio support 	
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April-June		
Focus	Deliverables	Engagements
Reflection and Feedback - Planning Future Work	<ul style="list-style-type: none"> Report on Reflections on Implementation of Unit one pilot with implications for design and implementation of units 2-5 Proposed Next Steps of the building and implementing of this curriculum 	<ul style="list-style-type: none"> Fourth quarterly meeting of CalNew Design Team to share out learnings and feedback upon piloting unit one and offer considerations for units 2-5 Monthly meeting with OUSD pilot teachers to reflect on pilot and determine next steps

Proposed Budget

Sub-Grantees				
Name	Total Cost	Role		
The SIFE Equity Project	\$300,000	Development of framework, five unit outlines, and one fully developed unit and materials. Work in collaboration with OUSD Teachers and with feedback of other CalNew District educators.		
Consultant	\$23,600	Organize Calnew practitioners for curriculum input and piloting, facilitate quarterly design sessions, build a section on CalNew website for this work.		
OUSD "Life of the Project" Position Funding to Manage Project				
Position	Number of Staff	Percent of FTE	Total Salary and Benefits Per Year	Role
SIFE Language Specialist	1	0.75	\$120,750	Coordinate with TSEP and Consultant. Support teacher development, piloting, and feedback on unit development as it is built out.
Coordinator	1	0.5	\$97,650	Ensure that our 3rd language acquisition students (ex: Mam speakers) are receiving the support and engagement in school to be able to access curriculum and instruction.
Other Costs				
Item	Cost	Need		
Teacher extended hours	\$8,000	Extended hours time for OUSD teachers to offer input on and pilot curriculum as it is being built		
Total Project Cost	\$550,000			



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

File ID Number	21-1430
Introduction Date	6/16/21
Enactment Number	21-1033
Enactment Date	6/16/2021 lf
By	



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

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

June 16, 2021

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Nicole Knight, Executive Director, English Language Learner and Multilingual Achievement
Tom Felix, Director, Newcomer / ELL Programs

Subject: **District Submitting Grant Proposal**

ACTION REQUESTED:

Approval and support by the Board of Education of District's Grant Application to the California Department Social Services, Refugee Program Bureau, for the California Newcomer Education and Well-Being and Refugee School Impact Program Plan, seeking \$2,360,520.00, to support the development organizational capacity to provide services that support the integration of immigrant and refugee youth and families, as described in the proposal, incorporated herein by reference as though fully set forth, for the period July 1, 2021 through September 30, 2024, and if awarded in whole or in part, acceptance of same, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant term, if any.

BACKGROUND:

Grant proposal for OUSD schools for the fiscal years 2021-2024 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
21-1430	Yes	Grant	Oakland Unified School District, English Language Learner and Multilingual Achievement (ELLMA)	Development organizational capacity to provide services that support the integration of immigrant and refugee youth and families.	July 1, 2021 - September 30, 2024	California Department of Social Services, Refugee Program Bureau	\$2,360,520.00

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 \$2,360,520.00

RECOMMENDATION:

Approval and support by the Board of Education of District applicant submitting a grant proposal for OUSD schools for fiscal years 2020-2024, pursuant to the terms and conditions thereof and to submit amendments thereto, if any.

ATTACHMENTS:

- Grant Face Sheet
- Grant Proposal and Budget


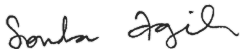
OUSD Grants Management Face Sheet

Title of Grant: CALIFORNIA NEWCOMER EDUCATION & WELLBEING & REFUGEE SCHOOL IMPACT	Funding Cycle Dates: July 1, 2021 – September 30, 2024
Grant’s Fiscal Agent: (contact’s name, address, phone number, email address) Migdalia Wade Refugee Programs Bureau California Department of Social Services 744 P Street MS 9-6-646 Sacramento, CA 95814 916-654-1248	Grant Amount for Full Funding Cycle: \$2,360,520.00
Funding Agency: Refugee Programs Bureau California Department of Social Services 744 P Street MS 9-6-646 Sacramento, CA 95814	Grant Focus: Development organizational capacity to provide services that support the integration of immigrant and refugee youth and families.
List all School(s) or Department(s) to be Served: English Language Learner and Multilingual Achievement (ELLMA), 5 secondary sites TBD with direct staffing.	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The grant’s primary focus is to assist newcomer students (including Unaccompanied Immigrant Youth) in accessing resources to meet basic needs, cultivating family engagement and empowerment, and developing English proficiency to enable college and career readiness. These align with OUSD priorities as full service community schools focused on providing equitable access to college and career.
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 5.56% 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.)	Student impacts will be measured according to the rate of cohort graduation of HS newcomer students, as well as the rate of attrition of non-graduating newcomer students year over year. Measurement tools already exist to support this measurement.
Does the grant require any resources from the school(s) or district? If so, describe.	No
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district’s indirect rate of 5.56% 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.)	Tom Felix, Director, Newcomer/ELL Programs 1000 Broadway, Suite 440 Oakland, CA 94607 (510) 898-6873 tom.felix@ousd.org
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Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Tom Felix		5/14/21
Chief Academic Officer	Sondra Aguilera		5/20/2021

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Senior Business Officer	Lisa Grant-Dawson		
Superintendent	Kyla Johnson-Trammell		

**CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
OFFICE OF EQUITY
IMMIGRANT INTEGRATION BRANCH**



**CALIFORNIA NEWCOMER EDUCATION & WELL-BEING
&
REFUGEE SCHOOL IMPACT
PROGRAM PLAN TEMPLATE
GRANT YEARS 2021-24**

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INSTRUCTIONS

Program plans shall address the organization’s capacity to provide services that support the integration of immigrant and refugee youth and families using school sites as a services hub. The project plan must reflect implementation approaches and best practices to deliver services using the California Newcomer Education and Well-Being (CalNEW) and Refugee School Impact (RSI) Program Guidelines. The California Department of Social Services (CDSS) reserves the right to request additional information and supporting documents after the due date, if necessary.

TECHNICAL REQUIREMENTS

The project plan must meet the following technical requirements:

- Cover Page: Include the organization’s Contact Information, Proposed Budget, Eligible Population, and the Authorized Agent Signature.
- Project Narrative Requirements: Project plans must have concise answers to the project narrative and budget sections, page size of 8.5” x 11”, and must meet [Accessibility requirements](#).
- Attachments included as part of this plan are limited to no more than an additional ten pages. Exhibits, assurances, and certifications included in the Program Guidelines will not count towards any page limitation requirements.

PLAN CHECKLIST

1.	All formatting requirements have been followed.
2.	Cover page is complete.
3.	All sections are addressed; complete responses have been provided.
4.	Attachments, if any, are not more than ten pages.
5.	The table of contents is up to date and has the correct pagination.
6.	Budget: The plan reflects a budget for proposed activities and does not exceed the budget for the previous program period.
7.	Budget narrative: Reflects 100 percent of the requested award funding amount.
8.	Proposed Subcontractors : Lists all proposed subgrantees and proposed services to be provided by the subgrantees.
9.	A minimum of four letters of support are attached.

COVER PAGE

School District	
Name:	Oakland Unified School District
EIN:	94-6000385
County:	Alameda
Address:	1000 Broadway, Suite 440
Phone Number:	(510) 898-6873
Website:	www.ousd.org
Authorized Official's Name:	Sondra Aguilera
Authorized Official's Title:	Chief Academic Office
Program Coordinator(s) Name:	Tom Felix / Nate Dunstan
Title:	Director of Newcomer / ELL Programs Program Manager, Newcomer & Refugee/Asylee Services
Phone:	(510) 922-0061 / (510) 898-6873
E-mail:	nathaniel.dunstan@ousd.org / tom.felix@ousd.org

Proposed Budget (July 1, 2021 – June 30, 2024) for the CalNEW program


Proposed Budget Amount (Total): **\$ 1,835,520**
 Proposed Budget Amount for 2021-22 Fiscal Year (FY): **\$611,840**
 Proposed Budget Amount for 2022-23 FY: **\$611,840**
 Proposed Budget Amount for 2023-24 FY: **\$611,840**
 Anticipated Number of Youth Served: **920**
 Anticipated Number of Families Served: **550**

Proposed Budget (October 1, 2021 – September 30, 2024) for the RSI program

Proposed Budget Amount (Total): **\$525,000**
 Proposed Budget Amount for 2021-22 Federal Fiscal Year: **\$175,000**
 Proposed Budget Amount for 2022-23 FFY: **\$175,000**
 Proposed Budget Amount for 2023-24 FFY: **\$175,000**
 Anticipated Number of Youth Served: **330**
 Anticipated Number of Families Served: **200**

Authorized Agent Signature


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



 Shanthi Gonzales
 President, Board of Education

6/17/2021

 Date



 Kyla Johnson Trammell
 Secretary, Board of Education

6/17/2021

MINIMUM QUALIFICATIONS

To expand the CalNEW program, CDSS invited school districts currently implementing the CalNEW program as well as school districts with high numbers of socioeconomically disadvantaged (SED) newcomers¹ and in underserved regions. The CDSS also invited school districts that implemented the RSI program during Federal Fiscal Year 2021 to submit a plan for the RSI program.

1. Is the school district included in the following list of organizations invited to submit a plan for CalNEW program funds?

- Cajon Valley Union School District
- Elk Grove Unified School District
- Glendale Unified School District
- Grossmont Union High School District
- Hayward Unified School District
- Los Angeles Unified School District
- Mendota Unified School District
- Modesto City Schools
- Oakland Unified School District
- San Diego Unified School District
- San Francisco Unified School District
- San Juan Unified School District
- ? Unified School District
- ? Unified School District
- ? Unified School District
- ? Unified School District
- ? Unified School District
- ? Unified School District

Yes No

2. Is the school district included in the following list of organizations invited to submit a plan for RSI program funds?

- Cajon Valley Union School District
- Elk Grove Unified School District
- Glendale Unified School District
- Grossmont Union High School District
- Hayward Unified School District
- Los Angeles Unified School District
- Modesto City Schools
- Oakland Unified School District
- San Diego Unified School District
- San Juan Unified School District
- Twin Rivers Unified School District

Yes No

3. How many immigrant students did your district serve during the 2020-21 academic school year? If this data is not available, please include the number of immigrant students served during the 2019-20 academic school year.

- Immigrant students served during the 2020-21 academic school year: 2,953 (as of 5/10/21)

¹ For the purpose of the CalNEW program, SED newcomers are Title III Immigrant Students that qualify for free or reduced-price lunch.

- Immigrant students served during the 2019-20 academic school year: 3,579 (end of year)

Note: The figures above represent immigrant students in their first 3 years in US schools, and therefore do not represent all immigrant students in OUSD but only those served as “newcomers.” As of May 10, 2021 OUSD enrolls 5019 students who are either in their first 3 years in US schools or exited programming for recent immigrant students in the last 2 years. These students have been in US schools for 5 or fewer years.

PROJECT NARRATIVE

Existing Capacity and Program Sustainability

Describe the school district's capacity to serve SED newcomers and their families and provide support services throughout the 2021-24 program period.

1. Briefly describe strategies, programs, and services for English Learners, including socially disadvantaged, migrant, and refugee populations.

OUSD's English Language Learner and Multilingual Achievement (ELLMA) office has a comprehensive array of strategies, programs, and services to address the needs of English Language Learners, focusing on those who are recent immigrants from socioeconomically disadvantaged backgrounds. Because of the predominance of socioeconomic disadvantage among newcomer students, all work supporting this population is organized with this demographic at the forefront. Work in support of newcomers is divided into two divisions, wrap-around services and instructional supports.

Wrap-around services include a centralized enrollment process through ELLMA's Refugee Asylee Student Assistance Program (RASAP) office, staffed with linguistically responsive staff and specifically designed for newcomer student intake that includes extensive screening and relaying of information to site- and community-based service providers. Central to community-based service providers are legal agencies which represent students in their immigration cases, as well as partners who provide community navigation and other resettlement support. At the site level, a team of 13 social workers provides clinical case management support to students across 15 sites that enroll nearly all newcomers in the secondary grades. Through a partnership with the Alameda County Health Care Services Agency three school sites also include short term clinical support staffing for unaccompanied immigrant youth. Finally, under the new Opportunities for Youth grade via CDSS, OUSD works to re-engage students who have stopped attending school and ensure that their ongoing legal needs are addressed.

Instructionally, OUSD has articulated a continuum of newcomer programming at all grade levels to respond to this population which represents nearly 10% of district enrollment. Fourteen (14) elementary sites with high newcomer enrollment will have teachers on special assignment (TSAs) in 2021-22 to provide supplemental English instruction and provide professional development to other teachers to build capacity to support newcomers. In secondary contexts, newcomer programming includes dedicated newcomer teachers, counselors, and other support staff. Thanks to the support of previous CalNEW grant as well as other funding sources, 9 school sites provide supplemental "Newcomer Assistant" staffing to support early literacy instruction for Students with Interrupted Formal Education (SIFE).

- Briefly describe outreach and engagement practices.

A centralized intake experience is the keystone of OUSD’s process to ensure that recent immigrant students and families are identified and referred to appropriate service providers at schools or in the community. Providing a comprehensive screening at the time of intake allows OUSD to accomplish a number of things that would otherwise take targeted outreach and engagement, if -- for example -- students could enroll directly at our 85 school site locations. Schools with large immigrant student populations are staffed with additional individuals to focus on this population, with 29 sites receiving additional staffing from the central office in 2021-22 in order to identify and engage newcomer students to address academic and/or wellness needs.

- Provide a breakdown of anticipated funding streams to be leveraged to sustain programming for SED newcomers and their families.

Table 1: Leveraging Existing Funding Streams

Source	FY 2020-21 Amount	Projected FY 2021-22 Amount	Funded Student Count
Title I – Part A	OUSD currently does not deploy Title I funds specifically for recent immigrant students although nearly all sites use Title I funds to support parent engagement and student intervention.		
Title I – Part C	OUSD does not receive these resources.		
Title I – Part D			
Title III – English Learner Student Program	\$114,321.07	\$240,675.94	11,135 (This is all ELLs)
Title III – Immigrant Student Program	\$349,246.00	\$349,246.00	3808
LCFF Supplemental Grant	\$288,672.77	\$1,295,979.356	26,675 (total unduplicated count)
LCFF Concentration Grant	-	-	
Other (Nonprofit grants, donations, etc.)	\$1,035,000	\$1,035,000	n/a

- Describe how the funding sources provided in Table 1 are reflected in the Local Education Agency’s Local Control Accountability Plan (LCAP) with LCAP Federal Addendum, School Plan for Student Achievement (School Plan), School Accountability Report Card (SARC) and other existing plans.

OUSD’s LCAP plan articulates the array of support structures for newcomer students leveraging the resources above, with the Title III expenditures included in the federal addendum. Current work in progress on the new LCAP pursuant to the new template from the CDE will further delineate how the resources above are leveraged in support of newcomer students. Each school develops their own Single Plan for Student Achievement (SPSA) which includes, for all schools, a goal related to ELL achievement as well as what is known as an “ELL Crosswalk” that requires

schools to articulate how their expenditures and planned activities address OUSD's theory of action for supporting ELL students. At schools with high concentrations of newcomer students, these plans reflect school expenditures for newcomer students and families.

Leveraging Existing Infrastructure

Describe existing infrastructure that can be leveraged to implement the CalNEW and/or RSI program.

1. Does the school district implement a Community Schools Model? If so, please describe the model and how it will be leveraged to meet CalNEW and/or RSI program components.

A Community Schools Model has been central to OUSD's approach for over a decade and is deeply embedded in our approach to serving students and families. With so many years of continuous investment in this approach, our teachers, school leaders, families and other stakeholders expect our schools to be a source of support to address a range of needs beyond classroom instruction, and schools proudly work to organize themselves to provide these additional types of support. The majority of schools, and the vast majority of those serving large numbers of immigrant students, have what is known as a "Community Schools Manager" who is responsible for coordinating the array of service providers supporting students and families and working to build capacity to address the needs of students and families outside of the classroom. Current work in support of newcomer students leverages this infrastructure, with newcomer social workers interfacing closely with Community Schools Managers to identify students in need and coordinate support in secondary schools. Community Schools Managers also turn frequently to the RASAP office to surface needs and seek resources or referrals.

2. What communication mediums and information sharing protocols will the school district leverage to reach refugees, unaccompanied undocumented minors, and immigrant families? Include a description of linguistically responsive resources available.

Recruitment and initial engagement begins at time of newcomer student enrollment.

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

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. OUSD 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 newcomer students enroll in the Student Welcome Center where the OUSD RASAP office is co-located. The OUSD student database has an internal flag that allows OUSD to track students for ongoing outreach, support and data collection purposes.*

3. How will the school district share information regarding programs and services impacting the immigrant community in a timely manner?

During the pandemic, OUSD has significantly upgraded the array of tools available to support parent communication, and these new online resources will complement the existing staff who work to provide timeline information to students and families about programs and services. OUSD's more traditional person-to-person communication is managed primarily by the RASAP staff and the team of secondary newcomer social workers, who act as the primary conduits of information either directly to immigrant students and families about supportive programs, or to the teachers and school leaders who support those students. Online, OUSD's new parent communication tool, ParentSquare, is required in order for students to attend school after completing health screenings, and is therefore nearly universally used by families of any student attending school in OUSD. This platform allows communication in a variety of languages that are responsive to the demographics of OUSD's newcomer population. Finally, during the 2020-21 school year OUSD increased Mam translation capacity, adding a second full-time trilingual Mam-Spanish-English interpreter to facilitate equitable access to parent engagements and other informational materials. During distance learning, recording of screencasts to share online via YouTube has been a key method of communication for this segment of the newcomer population.

4. How will the school district engage parents/sponsors/legal guardians to increase attendance and participation?

Family engagement is a core function of the OUSD's work with newcomer. Ongoing parent ESL classes provided by partner agency Refugee Transitions provide the best example of services for newcomer 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, Tigrinya and Mam.

The team of newcomer social workers engage extensively with parents, and has annually held a “Padres Reunidos” series of workshops designed for parents who are reunifying with newcomer students after some years of separation. These workshops for parents have been valuable for strengthening familial relationships as well as providing parents with tools to support their students’ successful engagement in schooling.

5. What processes does the school district have in place to capture youth and families’ feedback?

OUSD conducts an annual survey of newcomer students known as the Secondary Newcomer Engagement Survey which is intended to gather student input on the support they are receiving, the degree to which their school culture is welcoming, and on barriers to their engagement. The most recent survey collected input from 1417 newcomers in grades 6-12 and informs the strategy of site-based social workers as well as the other Community Schools staff with whom they collaborate. More broadly, OUSD conducts the California Healthy Kids Survey, which collects high level feedback on the experience of students in schools and informs staff understanding of school culture and responsive practices for immigrant students. Finally, each school in OUSD that enrolls even a small number of ELLs is required to have a Site English Language Learner Subcommittee (SELLS) which is a school governance body that provides a formal venue for parents to advocate for programmatic changes and investments of resources. A district level committee, known as DELLS, also exists and informs district-level expenditures in support of ELLs.

Population Served

1. How many SED newcomers were enrolled during the 2020-21 school year? State the source of the data. If this data is not currently available for planning purposes, explain how your school district will obtain this data in the future.

2484 current newcomers as of May 10, 2021 (out of a total of 3020, or 82%) are eligible for free or reduced-price lunch, a common indicator of socioeconomic disadvantage. The actual percentage is likely higher, as a large proportion of the students who are not identified have recently enrolled and their status may not be up to date. These data will be available on an ongoing basis.

2. What are the top five preferred languages among SED newcomers? State the source of the data. If this data is not currently available for planning purposes, explain how your school district will obtain this data in the future.

The top languages among SED newcomers are Spanish (~53%), Mam (~26%), Arabic (~6%), Other Non-English (~3%), and Cantonese (~3%). These data are obtained from the legally required Home Language Survey at the time of enrollment and will be continuously available.

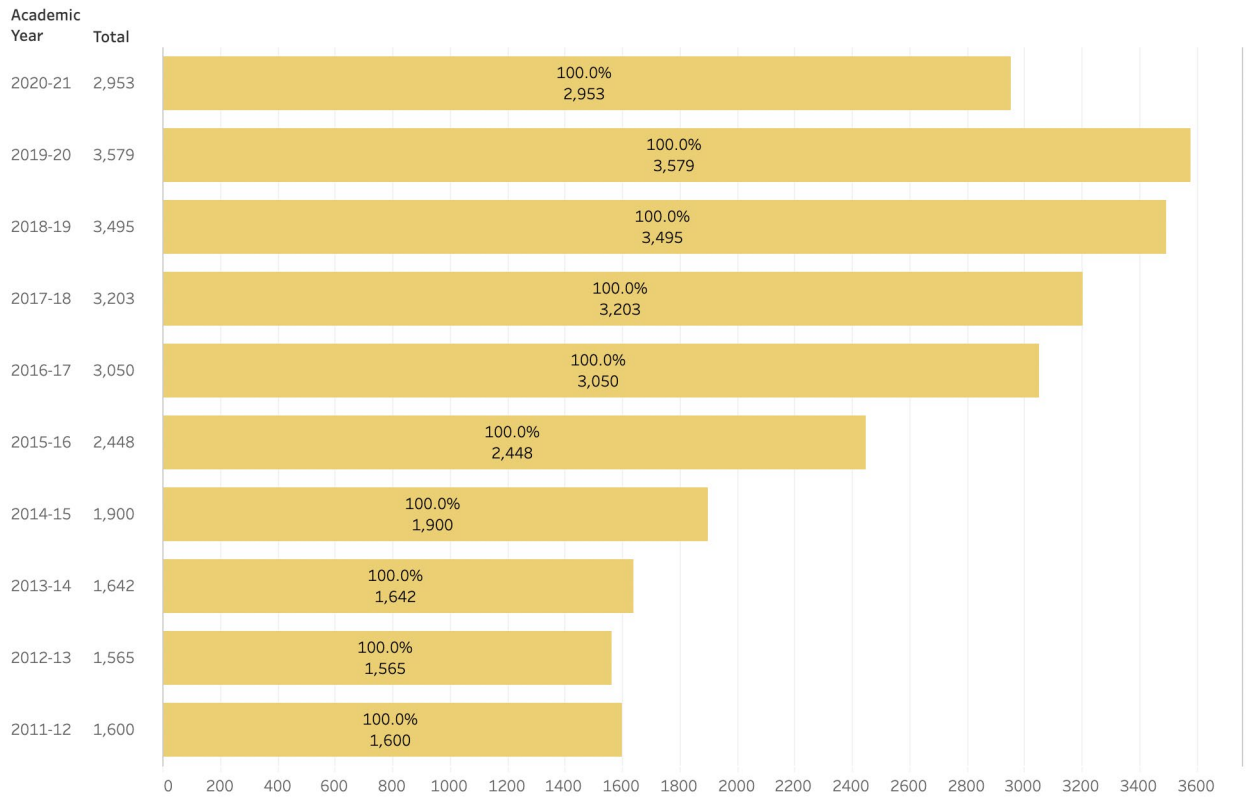
3. What are the top five preferred languages among students and families eligible to participate in ORR's Refugee Resettlement Program? State the source of the data.

The top languages among students identified as Refugees by the ORR are Other, which is generally Dari (30%), Pashto (25%), Arabic (10%), Burmese (7%), Tigrinya (7%). As with above, these data are obtained from the legally required Home Language Survey at the time of enrollment and will be continuously available.

4. Describe the current landscape of immigrant youth and families served in your school district. Include a brief description of English Learner subpopulations including, but not limited to refugees, unaccompanied undocumented minors, mixed status families, and migrant students, along with their specific needs.

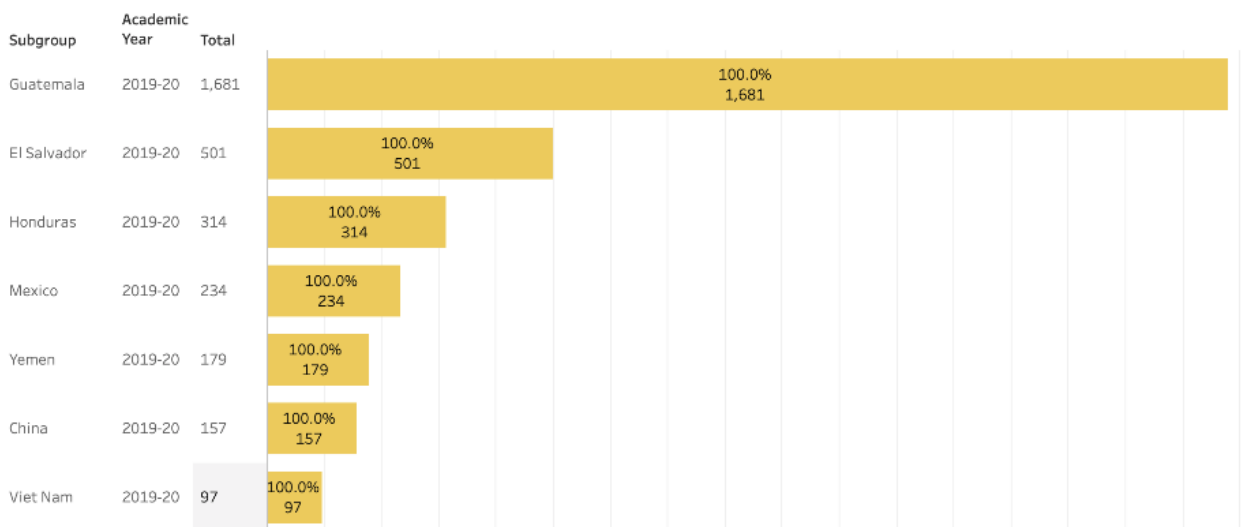
The population of recent immigrant youth has grown dramatically in Oakland over the last decade and now represents nearly 10% of OUSD enrollment. When considering the number of students who are still enrolled in OUSD but past their first three years in US schools (which is how OUSD defines newcomers) then the presence of immigrant students and families in our system is much larger than 10%. While Oakland has always proudly enrolled large numbers of immigrant students, the surge in unaccompanied youth starting around 2014 led to a sudden acceleration of this population within Oakland schools and brought about the more than doubling of the population of recent immigrants. Whereas at the start of the last decade, in the 2011-12 school year, newcomers amounted to 4.2% of OUSD enrollment (at 1600 students total), in 2019-20 OUSD enrolled 3,579 newcomers, representing 9.7% of district enrollment. This high number is in spite of pandemic-related downturn in enrollment in the second half of 2019-20. While 2021-22 saw a decline in newcomer enrollment, this was largely attributable to the pandemic and immigration policies in the late Trump administration, both factors that are not expected to continue impacting newcomer enrollment in the near future.

TOTAL NEWCOMER ENROLLMENT BY SCHOOL YEAR, 2011-12 through 2020-21



Migration from the Northern Triangle of Central America has been the defining trend in newcomer demographics since the middle of the last decade, with Guatemala particularly being the country of origin for nearly half of all newcomer students enrolled at the end of the 2019-20 school year. Many of these students come with formal designated as unaccompanied youth from the federal government, while others are part of family units.

NEWCOMER ENROLLMENT BY COUNTRY OF ORIGIN, End of 2019-20 SY



Simultaneous with the growth in unaccompanied youth from Central America has been a decline in the enrollment of refugee students, concurrent with shifts in federal policy related to refugee resettlement. While OUSD had 644 refugee and asylee students enrolled as defined by ORR at the end of the 2016-17 school year, by the end of 2019-20 only 550 were enrolled. Pending changes in federal policy may shift this trend, as well as ongoing turmoil in both East Africa and Afghanistan, which have been points of origin for Refugee students in OUSD with established communities in Oakland.

5. The RSI program requires grantees verify the eligibility of participants and prioritize serving youth and families as indicated in the Program Guidelines. Explain the process for certifying the eligibility of students who will participate in RSI funded activities.

OUSD has existing practice in place to identify immigrant students and track their progress and monitor outcomes. For students who enroll without support of a resettlement agency, data systems automatically flag the student for supports according to information already stored that OUSD is required to report to the state. This automatic identification of newcomer students has helped us coordinate outreach and focus supports on schools with concentrations of immigrant students.

Refugee and SIV students are made known to OUSD through collaboration with the local Refugee 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 enroll in school and at that time eligibility documentation is collected and stored in a locked file cabinet. Legal service providers inform OUSD staff as soon as youth are granted Asylee status, at which time we reach out to the family to bring their eligibility documentation to our RASAP office.

Service Components

The CalNEW and RSI Program Components and allowable activities are included in the Program Guidelines, Section C.

1. Describe the school district's plan to provide Basic Needs Support to youth and families.

Addressing basic needs of newcomer students and families is central to the work of the RASAP office as well as the existing team of secondary newcomer social workers who work across 15 secondary program sites providing clinical case management. However, presently there are not targeted supports or resources in place to make connections to address basic needs issues arising among students and families in OUSD elementary schools, where approximately half of OUSD's

newcomer students are enrolled. While student needs in grades TK-5 may be less dramatic than those of older, unaccompanied newcomers, the needs at the family level are often quite similar as those among secondary newcomers. Because there are a larger number of elementary schools and newcomers are dispersed more broadly among them, a capacity building approach is proposed, with an elementary newcomer specialist, ideally with a clinical background or other experience within the community schools model, conducting resource mapping, developing new partnerships with local organizations, and providing guidance, training and consultation to existing site-based community schools managers, social workers, or other service coordinators. This vision for this role over three years is a gradual shift from providing more direct case management support while doing some capacity building to a focus on capacity building and minimal direct case management as elementary sites are better able to leverage local resources to support their students and families. This role would work closely with the existing, privately funded program manager for newcomer wellness and leverage existing infrastructure and networks for the secondary schools in developing resources for younger students. Please note this role has an additional dimension related to family engagement and empowerment described below.

More broadly, OUSD seeks continued funding for the Newcomer and Refugee/Asylee Services Program Manager to provide coordination of OUSD's work to address basic needs for newcomer students and families. Developing and sustaining partnerships with local legal and refugee resettlement agencies is a key dimension of the program manager's role and has developed the foundation upon which a large body of work in support of newcomer students currently rests.

Finally OUSD requests support for providing basic transportation support for newcomer students and families in the form of subsidized bus passes. While progress has been made in providing some free bus passes for students in OUSD, most students are still not eligible and at times parents have transportation needs that need to be met in order to enable student participation in school.

2. Describe the school district's plan to foster Family Engagement and Empowerment.

OUSD's theory of action for engaging families starts when they enter the district at the central enrollment office. The RASAP office is co-located with this office to provide an enhanced and linguistically responsive enrollment and orientation experience for newcomer students and families, that also allows for screening and referral to services in the community and at our school sites. While the Newcomer and Refugee/Asylee Services Program manager and Unaccompanied Immigrant Youth specialist provide these supports, recent enrollment trends have stretched capacity to the limit. This proposal includes an Elementary Newcomer Specialist position that would, in addition to the basic needs activities described above, provide direct engagement with families at the time of enrollment and work to engage them in appropriate services and community organizations through individualized support. This role would also develop workshops and other assets to be used at school sites

to build capacity at that level to engage effectively with newcomer families.

Also central to OUSD's work to engage and empower families is our partnership with Refugee and Immigrant Transitions to provide community navigator staffing. The lion share of this community navigation is in the form of a trilingual Mam / Spanish / English community navigator who both supports initial enrollment of families as well as interpretation in a variety of contexts. This partnership also facilitates support of other community navigators speaking languages less broadly represented among OUSD's newcomer population.

3. Describe the school district's plan to support Youth Engagement and Development.

Developing OUSD's work in the area of Youth Engagement and Development is the largest portion of this proposal and a reflection of the relatively stronger systems in place to foster family engagement and empowerment as well as provide basic needs support. While OUSD has continued to articulate and strengthen the system of wrap-around support, the demographics of our newcomer students have included ever more Students with Interrupted Formal Education (SIFE). This population is estimated to be between one third and one half of newcomer students in Oakland, with larger concentrations in our secondary schools. A large portion of the SIFE population are also speakers of Mam and have not had the opportunity to develop academic literacy in any language, which complicates their English acquisition as research shows that strong primary language literacy facilitates the acquisition of additional languages. The growth in SIFE population in OUSD's high school programs has coincided with a decline in the HS cohort graduate rate among newcomers and rising levels of year over year attrition of non-graduating students, also known as "dropping out." In 2016-17, the cohort of newcomer students who began in 2013-14 had only 24 out of 142 students drop out, or 16.9%. In 2019-20, the cohort that began in 2016-17 (which now consisted of more than 4 times as many students, or 610) had a dropout rate of 35.6%, or 217 students. These data point to an urgent need to strengthen secondary program to sustain newcomer enrollment. Simultaneously, OUSD is developing support of OSY through the Opportunities for Youth program in an effort to productively reengage many of the students who have left the system before graduating.

Given the urgent need to improve our approach to serving these students instructionally, OUSD seeks CalNEW funding for a SIFE Newcomer Coordinator to catalyze our efforts in this area. This role would focus on developing new programmatic approaches to serve these students, leveraging expertise from those currently finding success in OUSD as well as expertise from across the US, particularly the Northeast, where there are strong examples of different approaches to meeting the academic needs of this population to promote their college and career readiness. The SIFE Newcomer Coordinator role would function as the CalNEW coordinator for the youth development and engagement component of the program and also support immediate steps to improve services for SIFE students. Specifically, they would lead and develop the team of newcomer assistants

proposed under CalNEW and develop and facilitate professional development for teachers, school leaders, and other stakeholders in effective approaches to meeting the needs of the SIFE population. The role would also support system development to streamline identification of SIFE students, utilization of progress monitoring assessments, and development other resources.

The requested newcomer assistant staffing from CalNEW would work directly with SIFE across OUSD secondary schools, providing academic enrichment and intervention in the form of foundational literacy and numeracy support working in partnership with newcomer teachers. Newcomer assistants would also support newcomer students through leading student groups to build newcomer leadership opportunities. A contract with CORE: The Consortium on Reaching Excellence in Education would provide intensive training for newcomer assistants in the SIPPS (Systematic Instruction in Phonological Awareness, Phonics, and Sight Words) program, a valuable tool in developing foundational literacy with SIFE.

Finally, OUSD proposes to sustain the valuable partnership with key partners Soccer Without Borders, Refugee and Immigrant Transitions, and Zachary Reidman. Soccer Without Borders provides year-round after school soccer programming that goes beyond just athletics to include mentoring, academic support and monitoring, and youth leadership opportunities. Refugee and Immigrant Transitions provides after school and home-based tutoring for students, particularly those from less-represented linguistic groups not well served in other contexts. Zachary Reidman provides weekly after-school gardening programming at Oakland International High School as well as support garden development at Garfield Elementary and Rudsdale 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.

- *Linguistically and Culturally Responsive Staff*

The CalNEW and RSI programs require grantees include linguistically and culturally responsive staff to engage and empower youth and families, support youth’s development and to refer families to available resources so they can access the assistance available to them and meet their basic needs. See the Program Guidelines, Section C for information regarding minimum staff requirements.

1. In the table below, list the proposed staff positions funded as part of this plan (whole or in part, with CalNEW program funds).

Table 2: Proposed CalNEW program staff positions

Position	Number of Staff	Percent of FTE	Total Salary and Benefits Per Year	Role (In connection to each of the Program Components)
<i>Community Navigator</i>	1	Contract	\$10,000	Support Family Engagement & Empowerment and Youth Engagement & Empowerment through: <ul style="list-style-type: none"> • Interpretation • Facilitating access to adult ESL
Elementary Newcomer Specialist	1	100%	\$128,090.01	Support Family Engagement & Empowerment through <ul style="list-style-type: none"> • Providing ongoing enhanced intake, orientation, and referrals. Support Basic Needs access through: <ul style="list-style-type: none"> • Directly facilitating and, when necessary, case managing referrals from elementary sites. • Conducting resource mapping and development of multilingual resource guides • Building elementary site capacity to address basic need issues as they arise.
SIFE Newcomer Coordinator	1	100%	\$154,031.98	Support Youth Development & Engagement through: <ul style="list-style-type: none"> • Coordinating CalNEW activities focusing SIFE development and engagement. • Developing linguistically responsive programmatic resources and structures for serving SIFE. • Providing professional development for teachers and school leaders to build linguistically responsive programming for SIFE.

Newcomer Assistants	5	100%	\$252,702.26	Support Youth Development & Engagement through: <ul style="list-style-type: none"> • Providing linguistically responsive tutoring and mentorship for SIFE students.
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2. In the table below, list the proposed staff positions funded as part of this plan (whole or in part, with RSI program funds). Districts may also include positions that will be 100% funded with non-RSI program funds and that will be leveraged in the implementation of the RSI program to provide outreach to youth and families.

Table 3: Proposed RSI program staff positions

Position	Number of Staff	Percent of FTE	Total Salary and Benefits Per Year	Role (In connection to two or more of the Program Components)
Community Navigator	1	Contract	\$10,000	Support Family Engagement & Empowerment and Youth Engagement & Empowerment through <ul style="list-style-type: none"> • Interpretation • Facilitating access to adult ESL
Newcomer and Refugee Asylee Services Program Manager	1	40%	\$167,015.15 (@100%)	Support Family Engagement & Empowerment and Basic Needs Access through: <ul style="list-style-type: none"> • Individualized support to immigrant families • Administration of RSI program • Coordination of refugee/asylee services • Managing community partnerships

3. List the qualifications of the staff that will support the implementation and delivery of services, including those designated to administer the program, coordinate services, and engage youth and families.
 - a. Include position requirements and duties.

Program Administration

- Nate Dunstan, Newcomer and Refugee/Asylee Services Program Manager
(Continuation of partial position funding requested from RSI, funding braided with Title III Immigrant)
 - 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 Felix, Director of Newcomer/ELL Programs
(No funding requested for this position)
 - 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 enhancing English Language Learner programs across OUSD, attending to the professional development of teachers, the design of programs, and harnessing support services available to this population. Tom holds a clear Administrative Services credential and a Masters in Education from UC Berkeley.

Services Coordination

- Newcomer SIFE Coordinator
(New position funding requested from CalNEW)
 - Candidates for this role would bring a background in teaching and school administration with demonstrated experience cultivating effective instructional environments for Students with Interrupted Formal Education (SIFE). Candidates with experience designing curriculum, professional development, and educational programs will be best prepared to develop OUSD's approach to meeting the linguistic and educational needs of our growing SIFE population.
- Stephanie Noriega, Newcomer Wellness Program Manager
(No funding requested for this position, funded through private

philanthropy.)

- Stephanie brings a background in school social work and experience working with immigrant communities around the Bay Area to her leadership of the team of secondary social workers. Stephanie brings both a clinical mental health and program development background to her work, and holds an MSW from the University of Southern California.

Engagement with Youth & Families

- Unaccompanied Immigrant Youth Specialist
(No funding requested for this position, funded through Title III Immigrant)
 - Qoc'Avib Revolorio brings over 10 years of experience in youth development and engagement in the Chicago area and the Bay Area. Prior to joining OUSD, he supported newcomer youth experiencing houselessness in Oakland and has extensive experience conducting outreach and case management among the Central American immigrant community in Oakland. Qoc'Avib holds a B.A. from Aurora University in Illinois.
- Elementary Newcomer Specialist
(New position funding requested from CalNEW)
 - Candidates for this role would bring a background in teaching and school administration with demonstrated experience cultivating effective instructional environments for Students with Interrupted Formal Education (SIFE). Candidates with experience designing curriculum, professional development, and educational programs will be best prepared to develop OUSD's approach to meeting the linguistic and educational needs of our growing SIFE population.
- Maria Aguilar, Community Navigator
(Contractor funding requested of both CalNEW and RSI)
 - Maria brings several years of experience serving as a Community Navigator speaking Mam, Spanish, and English in OUSD. An OUSD parent herself, Maria builds trusting relationships with families and provides support to Mam speakers in a variety of contexts, both at the time of enrollment and when supporting family engagement or access to basic services at schools or in the community at large.
- Newcomer Assistants
(Position funding requested of CalNEW)
 - The Newcomer Assistant position in OUSD requires a bachelor's degree and is designed to be a stepping stone to the teaching profession. Ideal candidates have prior experience engaging youth and are seeking to enter into this work through formal school employment. The strongest newcomer assistants to date have been former newcomer students themselves, both reflecting the cultural and linguistic diversity of OUSD's newcomer population, but

also modeling the resilience needed to navigate OUSD's complex systems.

- b. Describe how staff will meet the linguistic and cultural needs of ELLs and their families.

To the extent possible the program does and will prioritize candidates for employment in any new positions who reflect the cultural and linguistic demographics of the newcomer population served by OUSD schools.

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

The OUSD ELLMA office, of which RASAP is a part, provides a range of training 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

Capacity to Administer the Program

1. Describe how the school district will meet administrative requirements of the Grant 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/ELL Programs and ELLMA departmental objectives.

2. Describe a plan, system, or method that will be implemented to protect confidential information.

All eligibility documentation (I-94s), case notes 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.

3. Describe how the school district will meet timely submission of invoices and supporting documents. Identify the responsible parties within your organizations that will be processing invoices.

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.

4. Describe how the school district will ensure quality control of practices and procedures to manage the project and services provided by subgrantees. What process will the school district put in place to capture youth and families' feedback?

The OUSD Refugee & Asylee Program Manager, Director of Newcomer/ELL Programs, and other ELLMA staff conduct regular site visits with our newcomer program staff as well as contractors providing services to newcomers. Feedback is also collected via the newcomer engagement survey described above, as well as through ongoing meetings with and site visits to contractors and staff providing services.

Leveraging Community Resources

Grantees must leverage existing relationships with organizations and trusted messengers in the community to reach families and promote access to safety net programs.

List a minimum of four organizations that will support your school district’s CalNEW and RSI program service referrals. Consider existing partnerships with community-based organizations and submit four letters of support as follows:

- One letter of support from a local employment and training service organization
- One letter of support from a local health care provider
- One letter of support from a local immigration legal service provider
- One letter of support from a local community-based organization such as a local food bank, resettlement agency, or the county welfare department

Please list a list of the organizations providing support in the table below.

Table 4: Existing Community Partnerships

Organization: The Unity Council
Contact Name: Marianne Ceballos
E-mail: mceballos@unitycouncil.org
Type of services provided: Employment and training
Describe Existing Relationship and Collaboration: OUSD refers students and parents for employment services, particularly out of school youth.
Organization: Encore Medical Clinic, Center for the Vulnerable Child, UCSF Benioff Children’s Hospital Oakland
Contact Name: Daniel Vasquez
E-mail: Daniel.Vasquez@ucsf.edu
Type of services provided: Health care provider
Describe Existing Relationship and Collaboration: Referral and collaboration around newcomers in need of initial vaccinations and exams prior to school enrollment as well as support for students with complex health needs
Organization: Immigrant Legal Defense
Contact Name: Jean Yamasaki
E-mail: jean@ild.org
Type of services provided: Immigration legal service provider
Describe Existing Relationship and Collaboration: Provides consultations, direct legal representation, crisis support and immigration workshops to OUSD students and families.
Organization: Refugee & Immigrant Transitions
Contact Name: Laura Vaudreuil
E-mail: laura@reftrans.org
Type of services provided: Tutoring, mentoring, parent ESL classes.

Describe Existing Relationship and Collaboration: RT is a longtime partner of RASAP. RT has matched over 100 OUSD students with trained tutors and mentors and provides ESL classes to parents.

Community Partnerships

CalNEW and RSI grantees may execute agreements with non-profit legal immigration service providers and Resettlement Agencies respectively. For more information regarding agreements see the Program Guidelines, Section E.

Grantees may also execute agreements to partner with non-profit organizations to conduct activities and deliver CalNEW and RSI support services.

List the proposed CalNEW and/or RSI program agreements in the table below. Include information regarding the services they will provide or activities they will conduct.

Table 5: Proposed Subgrantees

Program (CalNEW or RSI)	Subgrantee	Services/Activities Provided Under the Agreement	# of Years Serving Immigrant Communities	Language Capacity
RSI + CalNEW	Soccer Without Borders	Youth leadership development, mentoring, tutoring, after school and summer programs	13	Spanish Burmese Karen Tigrinya Dari Pashto
RSI + CalNEW	Refugee and Immigrant Transitions	Tutoring, youth mentoring, parent ESL, family engagement, language services, community navigators	39	Mam Spanish Burmese Karen Tigrinya Dari Pashto
RSI	Zachary Reidman	Gardening and food security program for youth and parents	12	Spanish

Measuring Outcomes

The CDSS plans to partner with an organization to conduct an evaluation of the CalNEW program and provide technical assistance to service providers. The information provided in this section will assist CDSS in gathering preliminary information regarding potential outcomes and measures.

In the format shown below list how the school district proposes to measure progress toward improving the following:

- Basic Needs Support;
- College/Career Readiness;
- Out of School Youth Support Services;
- Parental Involvement and Family Engagement;
- School Climate;
- Student Achievement; and
- Student Engagement.

Tables 6 – 12: Proposed Outcome Measures

6. Basic Needs Support: Students and families are connected to available resources that meet their basic needs.

Goal	Method	Measure	If this outcome overlaps with an existing plan (i.e. LCAP, School Plan, SARC), please explain.
Increase in resource mapping	Conduct ongoing outreach to identify and document new resources, synthesize ongoing new resource information from team of secondary social workers. Develop resource guides.	Number of community partners accepting referrals.	OUSD ELL Roadmap calls for the cultivation of community partnerships in support of ELL Achievement. (Priority 2, Goal 3: “Student-centered community partnerships will be expanded and enhanced to address unmet needs.”)
Increase in the number of students and families referred to available resources	Enhanced intake process for newcomer and refugee families, improved resource connection and referral where needed	Number of referrals made, as tracked on online case management system.	OUSD ELL Roadmap Priority 2, Goal 3: “Targeted services will address the safety and wellbeing of newcomers.”
Increase in the number of students and families accessing available resources	Leveraging ongoing case management support from elementary specialist and secondary social workers to ensure follow through on referrals.	Engagement with community and district-based services as reported by service providers and families, tracked using online case management system.	Case management for newcomer youth named in OUSD 2017-2020 LCAP under LCFF Priority #4 (page 31)

7. College/Career Readiness: Students are prepared for college or a career.

Goal	Method	Measure	If this outcome overlaps with an existing plan (i.e. LCAP, School Plan, SARC), please explain.
Increase in student access to college counseling			
Increase in student access to career counseling			
Increase in completion of Career Technical Education pathway programs	Direct support for SIFE students to address foundational literacy and numeracy skills to enable enrollment in CTE pathways.	Change in percentage of newcomer students enrolled in CTE pathways, available on an ongoing basis through OUSD research department.	Goal 1 of OUSD's LCAP is "Graduates are College and Career Ready" and specifically names Career and Technical Education. All high schools have a "Linked Learning" approach.

8. Out of School Youth Support Services: Out of School Youth receive health and support services.

Goal	Method	Measure	If this outcome overlaps with an existing plan (i.e. LCAP, School Plan, SARC), please explain.
Increase in participation in Migrant Education Program health services			
Increase in completion of English as a Second Language or literacy classes	Provision of ESL classes for OSY through partnership with Refugee and Immigrant Transitions.	Number of OSY participating in Adult ESL courses.	
Increase in General Educational Development class completion	Partner with OUSD Adult Education office to increase participation of OSY in existing multilingual GED courses.	Number of OSY participating in GED courses.	

9. Parental Involvement and Family Engagement: Parents/families are engaged and involved.

Goal	Method	Measure	If this outcome overlaps with an existing plan (i.e. LCAP, School Plan, SARC), please explain.
Increase in parent/family participation in programs	Newcomer-focused intake and referral to appropriate site- and community-based programming. Provision of Adult ESL courses targeting recent immigrant families. Staffing community navigators to provide interpretation and other linguistically responsive supports.	Number of families participating in orientation at time of enrollment. Enrollment in Adult ESL courses. Number of families served by community navigators.	Goal 6 of OUSD's LCAP is "Parents and Families are engaged in school activities" and OUSD allocates resources to support family engagement.
Increase in participation in spaces to provide input in decision making	Promote engagement in Site English Language Learner Subcommittees and/or SSCs.	Number of recent immigrant families involved in site governance structures. Use of interpretation in school governance spaces.	

10. School Climate: School districts support students and provide a safe environment for learning.

Goal	Method	Measure	If this outcome overlaps with an existing plan (i.e. LCAP, School Plan, SARC), please explain.
Increase in student connectedness to school	Increase school capacity to refer students/families for appropriate support and resources. Provide youth development and leadership opportunities.	Newcomer engagement survey in secondary and CHKS in elementary reflect increased connectedness.	OUSD ELL Roadmap Goal #5 reads, "Increase percent of positive responses on the CHKS indicating school connectedness" for ELLs.
Increase in school safety			
Decrease in engagement in risk behaviors	Build capacity of school teams to address mental health and related needs that lead to risk behavior.	Case management software will allow aggregate reporting of types of behaviors.	
Increase in social-emotional competencies/personal strengths			

11. Student Achievement: English Learners progress toward obtaining English language proficiency and grade promotion.

Goal	Method	Measure	If this outcome overlaps with an existing plan (i.e. LCAP, School Plan, SARC), please explain.
Improvement in English Learner progress	<p>Provide direct foundational English literacy support to students with interrupted formal education (SIFE).</p> <p>Build resources and professional learning for teachers of ELLs to increase their capacity to support ELL progress.</p>	<p>English Learner Progress Indicator (ELPI) for newcomer youth can be disaggregated using OUSD's data tools (or derived from CDE data).</p> <p>Number of SIFE served with direct early literacy / numeracy support staffing.</p>	<p>New LCAP under development has tentative goal of 5% increase in newcomer ELPI.</p> <p>All LEAs are required to be working to improve EL progress and nearly all plans require reporting on this.</p>
Improvement in grade promotion.	<p>Increase efficacy of instructional support for SIFE and other newcomers to sustain motivation, particularly among older newcomer youth.</p> <p>Promote summer and other bridge programming to sustain engagement of newcomer youth during summers.</p> <p>Explore night and other flexible scheduling to allow student enrollment to continue despite work/family obligations.</p>	Increased rate of year over year return of HS aged newcomer youth who did not graduate.	

12. Student Engagement: Students are present at school and engaged.

Goal	Method	Measure	If this outcome overlaps with an existing plan (i.e. LCAP, School Plan, SARC), please explain.
Improvement in student attendance	Improved referral for services and	Chronic absence rate for newcomer students.	Goal 5 of OUSD's LCAP is "Students are Engaged in

	<p>connection to resources to address root causes of student absence.</p> <p>Leverage community navigators, interpreters to address attendance concerns in a linguistically responsive manner.</p>		School Every Day” and includes goals around reduction in chronic absence.
Increase in the number of students attaining a High School Diploma	<p>Provide resources and professional learning to strengthen instruction for newcomer youth, particularly SIFE.</p> <p>Provide ongoing leadership and mentorship opportunities embedded within the school context.</p>	Newcomer cohort graduation rate.	
Increase in the number of students that pass the California High School Proficiency Exam			

PROPOSED CALNEW PROGRAM BUDGET

Table 13: Proposed CalNEW Budget for the FY 2021-24 project period

Budget Categories	FY 2021-22	FY 2022-23	FY 2023-24	Project Totals
1. Personnel (Salaries and Benefits)				
Basic Needs	\$64,045.01	\$64,045.01	\$64,045.01	\$192,135.02
Family Engagement/ Empowerment	\$64,045.01	\$64,045.01	\$64,045.01	\$192,135.02
Youth Engagement & Development	\$413,734.24	\$413,734.24	\$413,734.24	\$1,241,202.72
<i>Subtotal Personnel (Salaries and Benefits)</i>	\$541,824.25	\$541,824.25	\$541,824.25	\$1,625,472.75
2. Program Expenses				
Supplies	\$4,016.00	\$4,016.00	\$4,016.00	\$12,048.00
<i>Subtotal Program Expenses</i>	\$4,016.00	\$4,016.00	\$4,016.00	\$12,048.00
3. Subgrantees				
Soccer Without Borders	\$51,000.00	\$51,000.00	\$51,000.00	\$153,000.00
Refugee & Immigrant Transitions	\$10,000.00	\$10,000.00	\$10,000.00	\$30,000.00
CORE	\$5,000.00	\$5,000.00	\$5,000.00	\$15,000.00
<i>Subtotal Subgrantees</i>	\$66,000.00	\$66,000.00	\$66,000.00	\$198,000.00
4. Operating Expenses	\$0.00	\$0.00	\$0.00	\$0.00
<i>Subtotal Operating Expenses</i>	\$0.00	\$0.00	\$0.00	\$0.00
5. Total Direct Charges (sum of 1-4)	\$611,840.25	\$611,840.25	\$611,840.25	\$1,835,520.75
6. Indirect Charges	\$0.00	\$0.00	\$0.00	\$0.00
7. TOTAL (sum of 5-6)	\$611,840.25	\$611,840.25	\$611,840.25	\$1,835,520.75
Adjustment(s) Request Date:				
Adjustment(s) Submitted:				
Final Budget Approval:				
*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.				

CalNEW Program Budget Narrative

Complete a proposed budget narrative for the FY 2021-24 project period that shows the correlation between the proposed budget, project activities, and the program components.

Table 14: CalNEW Budget Narrative

Budget Categories	Proposed Budget	Justification / Breakdown	Program Component	Service/Activity
1. Personnel (Salaries and Benefits)	\$192,135.02	<ul style="list-style-type: none"> Elementary newcomer specialist (0.50 FTE) 	<ul style="list-style-type: none"> Connections for Basic Need Support 	<ul style="list-style-type: none"> Build and disseminate resource map for services providers for elementary newcomer students, Provide direct support with basic needs referrals from sites. Build site capacity to respond to student and family basic needs internally.
	\$192,135.02	<ul style="list-style-type: none"> Elementary newcomer specialist (0.50 FTE) 	<ul style="list-style-type: none"> Family Engagement/ Empowerment 	<ul style="list-style-type: none"> Providing enhanced intake, screening, referrals, and orientation for elementary newcomer students.
	\$1,241,202.72	<ul style="list-style-type: none"> SIFE Newcomer Coordinator (1.0 FTE) Newcomer Assistants (5.0 FTE) 	<ul style="list-style-type: none"> Youth Engagement & Development 	<ul style="list-style-type: none"> Develop linguistically responsive programmatic resources and structures for serving SIFE. Provide professional development for teachers and school leaders to build linguistically responsive programming for SIFE. Provide direct early literacy, numeracy support for SIFE in secondary schools. Provide linguistically responsive tutoring and mentorship for SIFE students.
<i>Subtotal Personnel (Salaries and Benefits)</i>	\$1,625,472.75			
2. Program Expenses	\$12,048.00	Supplies, multilingual printed materials, etc.	<ul style="list-style-type: none"> Family Engagement/ Empowerment 	<ul style="list-style-type: none"> Provision of multilingual resource guides and informational materials to parents as part of orientation, responses to identified needs.

<i>Subtotal Program Expenses</i>	\$12,048.00			
3. Subgrantees	\$153,000.00	Soccer Without Borders	<ul style="list-style-type: none"> Youth Engagement & Development 	<ul style="list-style-type: none"> Year round after-school soccer program including mentoring, academic tracking and youth leadership development
	\$30,000.00	Refugee & Immigrant Transitions	<ul style="list-style-type: none"> Family Engagement/ Empowerment Youth Engagement & Development 	<ul style="list-style-type: none"> ESL classes for parents After school / home-based tutoring Case Management Language access via community navigators.
	\$15,000.00	CORE	<ul style="list-style-type: none"> Youth Engagement & Development 	<ul style="list-style-type: none"> Provision of professional development for newcomer assistants to provide basic literacy instruction to SIFE.
<i>Subtotal Subgrantees</i>	\$198,000.00			
4. Operating Expenses	\$0.00			
<i>i. Subtotal Operating Expenses</i>	\$0.00			
5. Total Direct Charges (sum of 1-4)	\$1,835,520.75	N/A	N/A	N/A
6. Indirect Charges	\$0.00	N/A	N/A	N/A
7. TOTAL (sum of 5-6)	\$1,835,520.75	N/A	N/A	N/A

Subgrantee(s) Information

Table 15: Proposed CalNEW program subgrantees.

Organization	Contact/Administrator	Phone	E-mail
Soccer Without Borders	Ben Gucciardi	(415) 912 7139	ben@soccerwithoutborders.org
Refugee and Immigrant Transitions	Laura Vaudreuil	(415) 989-2151	laura@reftrans.org
CORE: Consortium on Reaching Excellence in Education	Brian Blanning	(510) 540-4200 ext. 4	bblanning@corelearn.com

PROPOSED RSI PROGRAM BUDGET

Table 16: Proposed RSI program Budget for the FFY 2022-24 Project Period

Budget Categories	FFY 2022	FFY 2023	FFY 2024	Project Totals
1. Personnel (Salaries and Benefits)	\$90,000.00	\$90,000.00	\$90,000.00	\$270,000.00
<i>Subtotal Personnel (Salaries and Benefits)</i>	\$90,000.00	\$90,000.00	\$90,000.00	\$270,000.00
2. Program Expenses				
<i>Transportation (bus passes for students and parents)</i>	\$20,000.00	\$20,000.00	\$20,000.00	\$60,000.00
<i>Subtotal Program Expenses</i>	\$20,000.00	\$20,000.00	\$20,000.00	\$60,000.00
3. Subgrantees				
Soccer Without Borders	\$35,000.00	\$35,000.00	\$35,000.00	\$105,000.00
Refugee & Immigrant Transitions	\$10,000.00	\$10,000.00	\$10,000.00	\$30,000.00
Zachary Reidman	\$15,000.00	\$15,000.00	\$15,000.00	\$45,000.00
<i>Subtotal Subgrantees</i>	\$60,000.00	\$60,000.00	\$60,000.00	\$180,000.00
4. Operating Expenses	\$0.00	\$0.00	\$0.00	\$0.00
<i>Subtotal Operating Expenses</i>	\$0.00	\$0.00	\$0.00	\$0.00
5. Total Direct Charges (sum of 1-4)	\$170,000.00	\$170,000.00	\$170,000.00	\$510,000
6. Indirect Charges	\$4,000.00	\$4,000.00	\$4,000.00	\$12,000.00
7. TOTAL (sum of 5-6)	\$174,000.00	\$174,000.00	\$ 174,000.00	\$522,000.00
Adjustment(s) Request Date:				
Adjustment(s) Submitted:				
Final Budget Approval:				
*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.				

RSI Program Budget Narrative

Complete a proposed budget narrative for the FFY 2022-24 project period that shows the correlation between the proposed budget, project activities, and the number of students to be served.

Table 17: RSI program Budget Narrative

Budget Categories	Proposed Budget	Justification / Breakdown	Program Component	Service/Activity
1. Personnel (Salaries and Benefits)	\$270,000.00	<ul style="list-style-type: none"> Newcomer & Refugee Services Program Manager 	<ul style="list-style-type: none"> Family Engagement and Empowerment Connections for Basic Needs Support 	<ul style="list-style-type: none"> Individualized support to immigrant families Administration of RSI program Coordination of refugee/asylee services Managing community partnerships
<i>Subtotal Personnel (Salaries and Benefits)</i>	\$270,000.00			
2. Program Expenses	\$60,000.00	<ul style="list-style-type: none"> Transportation (bus passes for parents and students) 	<ul style="list-style-type: none"> Basic Needs Support Family Engagement and Empowerment 	<ul style="list-style-type: none"> Transportation assistance to attend RSI funded programs including after-school, summer and enrichment programs as well as parent ESL classes
<i>Subtotal Program Expenses</i>	\$60,000.00			
3. Subgrantees	\$105,000.00	<ul style="list-style-type: none"> Soccer Without Borders 	<ul style="list-style-type: none"> Youth Engagement and Development 	<ul style="list-style-type: none"> Year round after-school soccer program including mentoring, academic tracking and youth leadership development
	\$30,000.00	<ul style="list-style-type: none"> Refugee & Immigrant Transitions 	<ul style="list-style-type: none"> Youth Engagement and Development Family Engagement and Empowerment 	<ul style="list-style-type: none"> ESL classes for parents After school / home-based tutoring, Case Management Language access via community navigators.
	\$45,000.00	<ul style="list-style-type: none"> Zachary Reidman / New Roots 	<ul style="list-style-type: none"> Youth Engagement and Development: Connections for Basic Needs Support 	<ul style="list-style-type: none"> Gardening program and food distribution at two sites

<i>Subtotal Subgrantees</i>	\$180,000.00			
4. Operating Expenses	\$0.00			
<i>Subtotal Operating Expenses</i>	\$0.00			
5. Total Direct Charges (sum of 1-4)	\$510,000.00	N/A	N/A	N/A
6. Indirect Charges	\$12,000.00	N/A	N/A	N/A
7. TOTAL (sum of 5-6)	\$522,000.00	N/A	N/A	N/A

Subgrantee(s) Information

Table 18: Proposed RSI program subgrantees.

Organization	Contact/Administrator	Phone	E-mail
Soccer Without Borders	Ben Gucciardi	(415) 912 7139	ben@soccerwithoutborders.org
Refugee and Immigrant Transitions	Laura Vaudreuil	(415) 989-2151	laura@reftrans.org
Zack Reidman / New Roots	Zack Reidman	(510) 851 1621	zackreidman@gmail.com