Board Office Use: **Legislative File Info.**	
File ID Number	24-2418
Introduction Date	10/23/24
Enactment Number	24-1924
Enactment Date	10/23/2024 er

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

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 October 23, 2024

Subject Grant Amendment No. 3- California Department of Social Services - Opportunities for Youth Program - English Language Learner and Multilingual Achievement Office

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Ask of the Board Approval by the Board of Education of the third Amendment to the Grant Agreement No. OFY2020-OUSD by and between the District and the California Department of Social Services, seeking additional funding in the amount of $540,000 to continue the "Opportunities for Youth" program providing outreach, case management and wellness supports for unaccompanied immigrant youth, as described in the proposal, incorporated herein by reference as though fully set forth, for the period of July 1, 2024 through June 30, 2026, pursuant to the terms and conditions thereof, if any. All other terms and conditions of the Agreement remain in full force and effect.

Background

Grant proposal for OUSD schools for the FY 2024-26 was submitted for funding as indicated in the chart below. The grant face sheet and grant proposal packets are attached.

Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
Yes	Grant	OUSD ELLMA	To provide case management and wellness supports to unaccompanied immigrant youth.	7/1/24 through 06/30/26	California Department of Social Services, Office of Equity, Office of Immigrant Youth	$540,000

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

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

Fiscal Impact

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

• Amendment 3 Grant valued at: $540,000

Attachment(s)

- Grant Face Sheet, Amendment No. 3
- Exhibit B: Budget Detail
- Award Letter
- Grant Proposal
- 23-2931 Grant Amendment No. 1 and No. 2
- 22-1937 - Grant Proposal in relation to Amendment No. 1
- 20-2327 - Standard Grant Agreement - California Department of Social Services, Immigrant Integration Branch - Federal Fiscal Year 2020-21 - #OFY2020-OUSD, Enactment Number #20-1783, dated 12/9/20.

OUSD Grants Management Face Sheet

Title of Grant: **Amendment #3 to Opportunities for Youth Grant**	**Funding Cycle Dates:** **07-01-2024- 6/30/26**
Grant's Fiscal Agent: **(contact's name, address, phone number, email address)** Carolina Sheinfeld Office of Immigrant Youth 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 $540,000
Funding Agency: Refugee Programs Bureau California Department of Social Services 744 P Street MS 9-6-646 Sacramento, CA 95814	**Grant Focus:** Develop 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. The grant will allow OUSD to provide case management and program navigation, outreach, communication support, mental health and wellness support, and direct financial assistance to newcomer students and their families. These align with OUSD priorities as full-service community schools focused on providing equitable access to college and careers.
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.)**	Funds from this grant will be used to contract with Soccer Without Border, Refugee & Immigrant Transitions, The New Anchor Foundation, and The Immigrant Family Defense Fund
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	Julie Kessler	Julie Kessler Julie Kessler (Sep 25, 2024 15:43 PDT)	9/24/24
Chief Academic Officer	Sondra Aguilera	Sondra Aguilera	9/25/2024

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
OFFICE OF IMMIGRANT YOUTH

BUDGET NARRATIVE TEMPLATE

ORGANIZATION: OAKLAND UNIFIED SCHOOL DISTRICT

CATEGORY & LINE ITEM DESCRIPTIONS	BUDGET NARRATIVE	FY:2024-2025 7/01/24-6/30/25	FY: 2025-2026 7/1/2025-6/30/26	PROJECT TOTALS
Personnel (Salaries & Benefits)				
1 FTE Case Manager	One full-time Unaccompanied Minor Support Specialist	$140,000.00	$140,000.00	$280,000.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
Subtotal Personnel (Salaries & Benefits)		**$140,000.00**	**$140,000.00**	**$280,000.00**
Program Expenses				
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
Subtotal Program Expenses		**$0.00**	**$0.00**	**$0.00**
Subcontractors				
Immigrant Family Defense Fund	Sub-contract with Immigrant Family Defense Fund for one full-time Navigator	$50,000.00	$50,000.00	$100,000.00
Soccer Without Borders	Sub-contract with partner agency Soccer Without Borders for 2 full-time coaches/mentors	$60,000.00	$60,000.00	$120,000.00
The Oakland Public Education Fund	Sub contract with partner agency The Oakland Public Education Fund for Year-Round Financial Literacy Classes/ Financial Wellness	$19,781.00	$0.00	$19,781.00
Subtotal Subcontractors		**$129,781.00**	**$110,000.00**	**$239,781.00**
Operating Expenses				
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
Subtotal Operating Expenses		**$0.00**	**$0.00**	**$0.00**
SUBTOTAL DIRECT EXPENSES		**$269,781.00**	**$250,000.00**	**$519,781.00**
Indirect Expenses				
Indirect Expenses (May not exceed 3.89% of subtotal of Direct Expenses)		$10,495.00	$9,724.00	$ 20,219.00
Subtotal Indirect Expenses		**$10,495.00**	**$9,724.00**	**$ 20,219.00**
GRAND TOTALS		**$280,276.00**	**$259,724.00**	**$540,000.00**

BUDGET NARRATIVE TEMPLATE - SUBCONTRACTORS

ORGANIZATION: OAKLAND UNIFIED SCHOOL DISTRICT

Subcontractor	Level of relationship (Emerging or existing)	Services provided by subcontractor	Primary contact's name	Title	Phone	E-mail	Specific activities to be performed by subcontractor (Include applicable positions and timebase)	Proposed Budget Amount
Soccer Wihtout Borders	Existing	Youth coaching and mentoring	Ben Gucciardi	Founder and Oakland Director	(415) 912-7139	ben@soccerwithoutborders.o	2 FTE coaches will provide year-round on-campus interventions, after school programming and mentorship for UUM	$120,000.00
Immigrant Family Defense Fund	Existing	Program Navigation	Trevor Houser	Director	510.241.2033	trevor@immigrantfamilies.org	1 FTE program navigator	$100,000.00
Oakland Public Education Fund	Existing	Financial Literacy Classes	Alexandra Medina	Executive Director	510.221.6968 EXT. 782	ali@oaklandedfund.org	Will support financial literacy classes at OUSD school sites for UUM	$19,781.00

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

KIM JOHNSON
DIRECTOR

GAVIN NEWSOM
GOVERNOR

July 17, 2024

Legislative File No.: 24-2418
Introduction Date: 10/23/2024
Enactment No.: 24-1924
Enactment Date: 10/23/2024 er

Oakland Unified School District
Nate Dunstan
1000 Broadway Suite 300
Oakland, CA 94607

SUBJECT: Notice of Award: Opportunities for Youth Program

Dear Nate Dunstan:

The California Department of Social Services (CDSS), Office of Immigrant Youth (OIY), is pleased to announce the funding award for the Opportunities for Youth (OFY) program for State Fiscal Years (SFY) 2024-2026. The CDSS is notifying you of the award to your organization for SFY 2024-25 and 2025-26 under the following terms:

Funding Award

Service Provider	Agreement #	OFY 2.0 Allocation Total
Oakland Unified School District	OFY2020-OUSD A-3	$540,000.00

Your organization shall comply with the deliverables detailed in your approved workplan, complete semi-annual progress reports, and quarterly expenditures reports to assess performance and compliance with Agreement requirements. The CDSS will be contacting your organization soon to execute an amendment to your Agreement to reflect the allocation for SFY 2024-25 and 2025-26.

This award decision is contingent on availability of funding and conditioned upon final approval by the CDSS as well as the successful execution of the amended Agreement. The allocated award for OFY 2.0 can be used to request reimbursements for allowable OFY activities from SFY 2023-24. Contact your assigned analyst for balance clarification and technical assistance.

We look forward to working with your organization to continue administering the OFY Program to serve Unaccompanied Undocumented Minors and their families in the State of California.

Sincerely,

CAROLINA SHEINFELD, Chief
Office of Immigrant Youth
Office of Equity Division

Benjamin Davis, President, Board of Education
10/24/2024

Kyla Johnson Trammell, Secretary, Board of Education
10/24/2024

2024-2026 UUM RAPID RESPONSE SERVICES
WORKPLAN
GRANT PROPOSAL

Date	May 14, 2024
Organization	Oakland Unified School District
Address	746 Grand Ave, Room E, Oakland CA 94610
Name of Project Contact	Nate Dunstan
Title	Program Manager, Refugee & Newcomers
Phone of Primary Contact	510 922 0061
Email of Primary Contact	Nathaniel.dunstan@ousd.org
Employer IdentificationNumber (EIN)	94-6000385
Website	www.ousd.org

1. **OVERVIEW**

A. Describe your organization's experience providing case management and/or education and outreach to Unaccompanied Undocumented Minors (UUM) and immigrant communities. Please describe any unique strategies or best practices you employed and include years of experience.

Oakland Unified School District (OUSD) has well-established, tailored services to meet the academic and holistic needs of our diverse and significant population of newcomer students. The Newcomer Program of OUSD's English Language Learner and Multilingual Achievement (ELLMA) department, develops supports outreach programs for newcomer students based on research, staff expertise, and existing best practices, and provides professional development for newcomer teachers and leaders to better support assist their students both inside and outside the classroom. The Newcomer Program engages provides recently arrived students with access to recently arrived students through school-based supports and services to provide access to culturally sensitive mental health, health, legal and other social services. Despite school-based and central such office efforts, significant needs and challenges remain for Oakland's Unaccompanied Minors (UUM). One indicator of this need is the over 600 UUM who have left school without a high school diploma and who are unable to access existing school-based supports programs.

B. Describe the target population(s) to whom the services will be provided, including low-income, pregnant and/or parenting, unhoused, hard-to-reach, and underserved populations.

UUM students have been a target population for OUSD since 2014 and there are existing structures in place to foster collaboration amongst providers. We have enrolled well over 3,000 UUM in OUSD since 2013. Outreach to out of school youth will be a priority task for the Case Manager, as we have hundreds of UUM students who need to be regularly contacted. In addition, the Case Manager will target UUM at elementary school sites which do not currently have social workers or supports in place for the non-academic needs of UUM.

The Case Manager will build upon institutional knowledge and best practices, including in intake, screening, assessments, case notes, and coordination of care with existing partners.

C. Provide a summary of the needs your organization intends to address with this funding (Example: hiring additional staff to provide case management and/or outreach services).

If funded, The Opportunities for Youth project (OFY) would allow OUSD to expand existing programming and maintain supports in order to meet the needs additional needs of Unaccompanied Minors in the following ways:

Case Management: OUSD will employ one full-time Case Manager who will provide case management and wraparound support to youth who have dropped out, or are at risk of dropping out, of school. The case manager will serve a particular focus on UUM students at schools without newcomer social workers, as well as youth who have left school or were never enrolled. OUSD will also subcontract with Soccer Without Borders to provide 2 part-time Case Managers to provide case management to UUM participants in their programs.

Program Navigation: OUSD will also subcontract with Immigrant Family Defense Fund to provide 1 full-time Program Navigator who provide outreach at OUSD school sites to inform and connect families to OFY and other services. IFDF will also accompany families to assist with submission of applications for social services, basic needs such as food banks and relief funds.

Direct Financial Assistance: The Oakland Public Education Fund has partnered with OUSD to provide financial assistance to students and families. The Oakland Public Education Fund will be contracted to support the provision of financial assistance to UUM, particularly those who are identified as at risk of leaving school, have already left school to work, as well as pregnant /parenting teens. As a school district we are unable to provide direct financial assistance to families so we rely on The Oakland Public Education Fund to provide that service.

D. Describe how your organization will serve the linguistic and cultural needs of UUM. Include the primary languages of staff and any other language services or tools utilized for translation or interpretation.

OUSD has over 1,300 students whose native language is Mam. Mam and Spanish are the languages spoken by nearly 100% of UUM in OUSD. All OFY project staff speak Spanish. OUSD will sub-

contract with Refugee & Immigrant Transitions to provide interpretation and navigation for Mam speakers.

2. WORK PLAN

Case Management Services:

F. Describe the methods and strategies including the types of services provided to UUM and the immigrant population and any other special populations the organization services and how long the organization has provided services to the immigrant community and years in business.

Thanks to CDSS funding since 2006, the OUSD Newcomer Program engages provides recently arrived students with access to recently arrived students through school-based supports and services to provide access to culturally sensitive mental health, health, legal and other social services. OUSDs Newcomer Program is specifically devoted to the identification, support and tracking of newly arrived refugee students. RASAP provides crucial services to Oakland's extremely diverse refugee student population in support of their school integration and academic success. We aim to positively impact the attendance rates of newcomer students by clearing obstacles to attendance. We aim to improve retention rates of non-graduating newcomers within our programs by enabling continued school attendance and promoting connectedness. We aim to demonstrate improved newcomer student connections to adults at school and knowledge of how to access health and other supportive services as measured by student surveys.

We also seek to connect more students to critical services such as employment, therapy, legal support, child care and housing. We know from Maslow's Hierarchy of Needs that until basic needs are addressed, people cannot access learning. It is our goal to address those needs to the degree possible to stabilize these young people and their families so that they may be successful in our schools and in the US.

G. Describe how your organization will provide case management for UUM and how the organization collaborates or plans to collaborate with other service providers.

The OUSD Newcomer Program focuses on the individual needs of students by providing or referring them to individual mental health services, intensive clinical case management and targeted attendance interventions, which may include home visits and family support.

Team members work closely with the school site leadership and newcomer teachers to advocate for the needs of newcomers and to collaborate around service delivery and support. They also collaborate with district level partners including the Unaccompanied Immigrant Youth Specialist, Refugee and Asylee Specialist, translators, alternative education, linked learning specialists and the Central Family Resource Center to further advocate for the needs of newcomers across the district.

Additionally, partnerships and referral systems to programs for out of school youth need to be strengthened, in particular with OUSD Adult Education, Unity Council, Civicorps and Street Level Health Project.

H. Describe how your organization will serve the linguistic and cultural needs of UUM and the immigrant population it intends to serve.

OUSD has over 1,300 students whose native language is Mam. Mam and Spanish are the languages spoken by nearly 100% of UUM in OUSD. All OFY project staff speak Spanish. There are 2 interpreters/ community navigators available to OFY project staff to assist with interpretation and navigation for Mam speakers.

I. List the <u>case management staff (case managers, navigators, coordinators, etc.)</u> the organization has on staff, or expects to hire, that will be working on this project. Describe the scope of work for each staff.

Name or "New hire"	Position or Title	Scope of Work
Ivone Hernandez	Newcomer Specialist	Case management for elementary school-aged newcomers
Maryam Toloui	Newcomer Social Worker	Screenings and assessments and referrals of youth and families
Cristhian Pineda Diaz	Newcomer Specialist	Case management for out of school UUM

For new hires, please describe below an expected timeline for hiring below, and the process for orienting and integrating new staff into the organization, as well as the training new staff will receive for this project.

J. List the designated <u>support or other supervising staff</u> who will be involved in the expansion or implementation of this project and their position or title. For new hires, list "new hire" and their position or title.

Name or "New hire"	Position or Title	Scope of Work

Nate Dunstan	Program Manager, Refugee & Newcomers	Supporting and supervising staff

K. Provide an estimate of the number of individuals to be served by your organization. Number of UUM and number of sponsors/caretakers.

(Name of Organization)	Number of Individuals Served
Youth	170
Households/Sponsors	150

3. CAPACITY

R. Describe how the organization will measure and track the performance of the proposed services listed above. Include a description of the organization's case management system and how it will be used to track services individuals receive.

If you do not have a case management system in place, describe how you will track performance and outcomes.

The OUSD newcomer program uses Apricot 360 to track services for OFY participants as well as other newcomers. All intake notes, screening assessments, case notes, coordination of care with partners are documented in Apricot. We are able to run reports, queries and download case note summaries from Apricot as needed.

S. List any (existing or to be developed) partnerships. Describe how the organization will collaborate and leverage these partnerships to expand services to UUM and their families.

Organization	Partnership Description
New Anchor Foundation	Existing partnership to facilitate financial assistance to students and families
Soccer Without Borders	Existing partnership to provide after school programs and case management to newcomer students
Refugee & Immigrant Transitions	Existing partnership to provide interpretation services

Immigrant Family Defense Fund	Existing partnership to provide accompaniment, program navigation and immigration legal referrals for students and families

4. PROJECT GOALS & OBJECTIVES

Describe your organization's goals[1] and objectives[2] for Opportunities for Youth in the timeline below. Include how the organization will meet those goals and the time frame to be completed. List and add as many goals and objectives as needed.

Goal (Example): Assess as many eligible UUM as possible for other case management services.

Objective (Examples): Conduct outreach to promote the availability of OFY services.

GOALS /OBJECTIVES 07/1/2024 – 06/30/2026	MONTH/YEAR TO BE COMPLETED (E.G., 09/23)
1) GOAL: Provide case management to 100 UUM	6/30/2025
Objective 1: Provide intake and assessment to UUM	6/30/2025
Objective 2: Identify goals, create an individualized plan	6/30/2025
Objective 3: Connect UUM to existing support programs in Oakland	6/30/2025
2) GOAL: Provide program navigation to 70 UUM	
Objective 1: Conduct outreach, screenings and assessments, provide referrals for UUM at 10 OUSD school-sites	6/30/2025
Objective 2: Connect 50 UUM to childcare or preschool services so that the UUM may attend school	6/30/2025
Objective 3:	
3) GOAL: Provide direct financial assistance to 66 UUM	6/30/2025
Objective 1: Oakland Public Ed Fund will provide financial assistance to 36 UUM and their families in the form of a check	6/30/2025
Objective 2:	
Objective 3:	
4) GOAL:	
Objective 1:	
Objective 2:	
Objective 3:	

PROPOSED GRANT BUDGET

See attached

Approve As To Form By OUSD Legal Department

Jenine A. Lindsey 09/23/24

Jenine Lindsey, General Counsel

[1]**Goal**: A broad statement of what you wish to accomplish. Goals are broad, general, intangible, and abstract. A goal describes the final impact or outcome that you wish to bring about. Make sure the goals are linked back to the purpose within the funding and Agreement terms.

[2]**Objective**: A step toward accomplishing a goal. In contrast to the goal, an objective is narrow, precise, tangible, concrete, and can be measured. Use the S.M.A.R.T. method of writing your objectives: Specific, Measurable, Attainable, Realistic, and Time-bound.

File ID Number	23-2931
Introduction Date	2/14/24
Enactment Number	24-0291
Enactment Date	2/14/2024 CJH
By	

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

February 14, 2024

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Nicole Knight, Executive Director, English Language Learner and Multilingual Achievement Office

Subject: Grant Amendment No. 1 and No 2 - California Department of Social Services - Opportunities for Youth Program - English Language Learner and Multilingual Achievement Office

ACTION REQUESTED:

Approval by the Board of Education of the First Amendment and Second Amendment to the Grant Agreement No. OFY2020-OUSD by and between the District and the California Department of Social Services, accepting maximum funding in the amount of $1,100,000.00 for the First Amendment, for the term 10/15/2020 through 12/31/2023, and maximum funding in the amount of $1,099,877.00 for the Second Amendment, for the term 1/24/2024 through 06/30/2024 to continue the "Opportunities for Youth" program providing outreach, case management and wellness supports for unaccompanied immigrant youth, as described herein incorporated herein by reference as though fully set forth, for the periods set forth below. All other terms and conditions of the Agreement remain in full force and effect.

BACKGROUND:

Grant Amendment 1 for OUSD was executed by California Department of Social Services in June 2022, however there was a clerical error that OUSD did not countersign. As such, we are submitting Grant Amendment 1 to ensure all the documents are in place regarding the grant funds provided from California Department of Social Services to the District for the FY 2022-23 as indicated by the chart below. Grant Amendment 2 for OUSD schools for the FY 2023-24 was submitted for funding as indicated in the chart below. The grant face sheet and grant amendment packets are attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Maximum Grant Amount
23-2931	Yes	Grant	OUSD ELLMA	To provide case management and wellness supports to immigrant youth.	10/15/22 throug 12/30/23	California Department of Social Services, Office of Equity, Office of Immigrant Youth	$1,100,000.00
23-2931	Yes	Grant	OUSD ELLMA	To provide case management and wellness supports to unaccompaniedimmigrant youth.	1/1/24 through 06/30/24	California Department of Social Services, Office of Equity, Office of Immigrant Youth	$1,099,877.00
20-2327	Yes	Grant	Oakland Unified School District, English Language Learner and Multilingual Achievement (ELLMA) Dept. and Secondary Newcomers Program Sites	To provide post-placement support services to Unaccompanied Alien Children (youth) and sponsors. Socio-emotional Support, mentoring and case management for unaccompanied minor students in OUSD.	October 15, 2020 - December 31, 2022	State of California - Health and Human Services Agency	$500,000.00

DISCUSSION:

The district created a Grant Face sheet process to:

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

OUSD prepared a Grant Face Sheet and completed grant amendments for the Youth Opportunity Program as listed above.

FISCAL IMPACT:

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

- Amendment 1 Maximum Grant valued at: $1,100,000.00 for 10/15/2020 through 12/31/2023
- Amendment 2 Maximum Grant valued at: $1,099,877.00 for 1/01/2024 through 06/30/2024

RECOMMENDATION:

Approval by the Board of Education of Amendments A-1 and A-2, Grant Agreement Number OFY2020-OUSD to the CA Department of Social Services

ATTACHMENTS:

- Grant Face Sheet, Amendment No. 2
- Amendment 2 and its accompanying exhibits
- Amendment 1 and its accompanying exhibits
- 22-1937 - Grant Proposal in relation to Amendment No. 1
- 20-2327 - Standard Grant Agreement - California Department of Social Services, Immigrant Integration Branch - Federal Fiscal Year 2020-21 - #OFY2020-OUSD, Enactment Number #20-1783, dated 12/9/20.

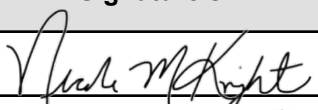
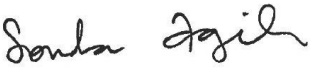
OUSD Grants Management Face Sheet

Title of Grant: **Amendment to Opportunities for Youth Grant**	**Funding Cycle Dates:** **01-01-2024 to 6/30/2024**
Grant's Fiscal Agent: **(contact's name, address, phone number, email address)** Migdalia Wade Office of Equity Office of Immigrant Youth 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 $1,099,877.00
Funding Agency: Refugee Programs Bureau California Department of Social Services 744 P Street MS 9-6-646 Sacramento, CA 95814	**Grant Focus:** Develop 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. The grant will allow OUSD to provide case management and program navigation, outreach, communication support, mental health and wellness support, and direct financial assistance to newcomer students and their families. These align with OUSD priorities as full-service community schools focused on providing equitable access to college and careers.
How will this grant be evaluated for impact upon student achievement? **(Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 3.10% 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 3.10% 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 with Soccer Without Border, Refugee & Immigrant Transitions, The New Anchor Foundation, and The Immigrant Family Defense Fund
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: 900 High St., 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		12/22/2023
Chief Academic Officer	Sondra Aguilera		12/27/2023

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Senior Business Officer	Lisa Grant Dawson		
Superintendent	Kyla Johnson-Trammell		2/15/2024

Name: Benjamin Davis
Position: President, Board of Education
Sign: Date: 2/15/2024

STANDARD AGREEMENT

GRANT AGREEMENT NUMBER
OFY2020-OUSD A-2

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	Through End Date
1/01/2024	6/30/2024

3. The maximum amount of this Agreement is: $1,099,877.00

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	5
Exhibit A-1		
Exhibit A-2		
Exhibit A-3		
Exhibit A-4		
Exhibit B	Budget Detail and Payment Provision	3
Exhibit B-1	Budget Narrative Att 2	2
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		
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	City	State	Zip
1011 Union Street	Oakland	CA	94607

Printed Name Of Person Signing	Title
Jenine Lindsey	Interim General Counsel
Grantee Authorized Signature Approved as to form: By: Jenine Lindsey, Interim General Counsel	Date Signed 12/26/2023

STATE OF CALIFORNIA

Agency Name
California Department of Social Services

Agency Business Address	City	State	Zip
744 P Street , M.S.9-6-646	Sacramento,	CA	95814

Printed Name Of Person Signing	Title
Marcela Ruiz	Director, Office of Equity
Agency Authorized Signature	Date Signed 12/26/2023

Exemption *(If applicable)*

Approved as to form:
By: Jenine Lindsey, Interim General Counsel

EXHIBIT A
(Grant Agreement)

B. TERMS AND CONDITIONS

By signing this Agreement, Grantee agrees to provide to the CDSS services as described in this Agreement that includes the Grantee's approved work plan:

1. Term

a. The term of this Agreement shall be:

~~I.~~ **1)** Grant term from October 15, 2020 through December ~~31, 022~~**20232024**.

~~II.~~ **2)** Service term from January 1, 2021 through June 3~~0, 2022~~**20232024**.

2. Grantee Qualifications

Grantee, by signing this Agreement, certifies that the Grantee meets the following requirements:

a. Meets the requirements set forth in Section 501(c)(3) or 501(c)(5) of the Internal Revenue Code.

b. .**Has a minimum of three years of experience providing the types of services provided under this agreement.**

c. Has collaborative partnerships with service organizations, governmental agencies, and school districts that provide collocated services including workforce readiness and safety net services.

3. Grantee Final Work Plan and Budget

a. Grantee shall prepare and submit to the CDSS a Final Work Plan, upon final execution of this Agreement, which shall identify how Grantee will provide the services in Exhibit A of this Agreement and shall include all of the following:

1) Narrative description of case management, program navigation, **mental health and wellness,** ~~and~~ youth mentoring and coaching services, **outreach, financial assistance, and communication supports, according to the framework for services set forth in the Program Guidelines, as amended**;

2) Narrative description of the plan to collaborate with the OFY ~~project~~**program** evaluator and technical assistance provider;

3) Narrative description of the plan to collaborate with the OFY family support workshop provider;

EXHIBIT A
(Grant Agreement)

4) Service delivery model for providing case management, program navigation, **mental health and wellness,** youth mentoring**, outreach, financial assistance, and communication supports**;

5) Budget Plan, including a budget for personnel and the pertinent staffing level

6) Supervision for the **program**;

7) Implementation plan, including the dates each activity shall be completed **and total number of youth and households to be served**; and

8) Reporting process.

b. Grantee may modify the Final Work Plan only with prior written consent from the CDSS. Said changes to the Final Work Plan shall not require an amendment to the Agreement.

4. Grantee Responsibilities

a. At all times during the term of this Agreement, Grantee shall maintain the qualifications required to provide the services for which the Grantee receives funding. The Grantee shall immediately report to the CDSS any loss of qualifications required to provide services under this Agreement.

b. Grantee shall keep records of any and all services performed for a period not less than three (3) years following the expiration date of this Agreement.

c. Grantee shall reimburse the CDSS any funds advanced by CDSS to the Grantee for services that are not provided within 180 days of the advance.

d. **Grantee shall provide data and reports as required under the Program Guidelines and in support of CDSS' reporting obligations under Welfare and Institutions Code Section 13402.**

5. Subgrantees

a. Grantee may subgrant with an individual or non-profit organization to perform part or all of the services described in Exhibit A of this Agreement, only upon advance written approval from CDSS.

b. Grantee shall provide to CDSS a signed agreement between Grantee and each subgrantee within 30 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. Grantee shall be responsible for all work performed under this Agreement. If any subgrantee fails to perform a portion of the work in a manner satisfactory to the

EXHIBIT A
(Grant Agreement)

CDSS, the subgrantee shall be removed immediately upon written request of the CDSS and shall not be re-employed in the work.

d. Grantee is responsible for verifying 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. Grantee may not substitute any subgrantee without advance written consent of the CDSS.

6. CDSS Responsibilities

The CDSS shall:

a. Monitor and evaluate Grantee's reports on performance, expenditures and service deliverables to assess satisfactory performance and compliance with contract requirements. The determination of inadequate performance and noncompliance will be made at the sole discretion of the CDSS. In the event the CDSS determines that Grantee has not satisfactorily performed services or is not in compliance with the Agreement, the CDSS will give Grantee notice within 60 days of its determination. Grantee will have the opportunity to submit a written response to provide resolution within 30 days after the notification from the CDSS. In the event the Grantee is unable to provide a resolution, the CDSS reserves the right to withhold invoice payments, terminate the Agreement, or exercise other remedies. The CDSS also reserves the right to withhold payments in the event Grantee fails to submit required reports in a timely manner.

b. Review data, materials, publications and curricula used by Grantee and all fiscal records related to the program. Contract monitoring shall be accomplished in a manner, location and time at the sole discretion of the CDSS.

c. Provide the Grantee with instruction and submission of reports.

d. Review all invoices submitted by Grantee and approve for payment in a timely manner.

7. Reporting

a. Grantee shall complete electronic reports on deliverables and provide requested data.

b. Grantee shall submit electronic reports on deliverables and requested data to CDSS by the due dates, which will be specified by the CDSS a minimum of 30 days before the due date.

c. The Report ~~Form~~ shall be ~~submitted~~**e-mailed** to: **OIY@dss.ca.gov.**

EXHIBIT A
(Grant Agreement)
~~ImmigrationServices@dss.ca.gov~~

8. Exclusions and Limitations

a. Grantee shall be prohibited from:

1) Charging a client or any other individual or entity for any services provided pursuant to this Agreement;

2) Accepting any compensation including pre-payment or co-payments from a client for any services provided to a client pursuant to this Agreement; and

3) Charging any membership fees to access services pursuant to this agreement.

9. Agreement Representatives

The Agreement Representatives for the parties in this Agreement are:

CDSS	**Grantee**
Carolina Sheinfeld,	Nathaniel Dunstan
Chief Office of Immigrant Youth Branch	Program Manager
744 P Street, MS **9-6-646**	Oakland Unified School District
Sacramento, CA 95814	1000 Broadway Suite 300
	Oakland, CA 94607
Carolina.Sheinfeld@dss.ca.gov	(510) 273-1661
	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 five (5) 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 October 15, 2020 through December 31, ~~2022~~**~~2023~~2024**. All services must be completed by June 30, ~~2022~~**~~2023~~2024**.

2. The maximum amount payable under this Agreement **for both the Opportunities for Youth (OFY) program and for the Rapid Response (RR) funding** shall not exceed ~~$500,000.00~~**~~$1,100,000.00~~$2,199,877.00 (OFY $1,100,000.00 and RR $1,099,877.00)**. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s), subject to continued funding:

   2020/21 $500,000.00 **OFY (Service Locator: 12628)**
   2021/22 $600,000.00 OFY (Service Locator: 12628)
   2023/24 $1,099,877.00 RR (Service Locator: 12029)

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 **and Exhibit B – Attachment 2**.

4. Grantee may submit a written request for advancement of funds of up to 40 percent of the total awarded amount within 30 calendar days from the execution date of this Agreement. **Should this Agreement be amended to augment funding, the Grantee may submit a written request for advancement of up to 40 percent of the total augmented amount within 30 calendar days from the execution date of the amendment to 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 OFY2020-OUSD **~~A-1~~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 OFY 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 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.

EXHIBIT B
(Grant Agreement)

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 this 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

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.

BUDGET NARRATIVE TEMPLATE

ORGANIZATION:

CATEGORY & LINE ITEM DESCRIPTIONS	BUDGET NARRATIVE	FY: 2020 -2021 10/1/2020 - 6/30/2021	FY: 2021 -2022 7/1/2021 - 6/30/22	FY: 2022 -2023 7/1/2022 - 6/30/23	FY:2023-2024 7/1/2023 - 6/30/24	PROJECT TOTALS
Personnel (Salaries & Benefits)						
Newcomer Social Worker	1 FTE Salary and benefits				$130,000.00	$130,000.00
Case Manager	4 FTE Salary and benefits				$394,800.00	$394,800.00
Program Navigator	1 FTE Salary and benefits				$110,000.00	$110,000.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
Subtotal Personnel (Salaries & Benefits)		**$0.00**	**$0.00**	**$0.00**	**$634,800.00**	**$634,800.00**
Program Expenses						
Language Access Services						$0.00
Staff Mental Health and Wellness						$0.00
Activities for Mental Health and Wellness						$0.00
Youth Stipends						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
Subtotal Program Expenses		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Subcontractors						
Soccer Without Borders	2 FTE Case Managers				$82,000.00	$82,000.00
Refugee & Immigrant Transitions	Communication Supports: Language services				$84,000.00	$50,000.00
Immigrant Family Defense Fund	2 FTE Program Navigator Salary and Benefits				$200,000.00	$200,000.00
New Anchor Foundation	Direct Financial Assistance				$66,000.00	$66,000.00
Subtotal Subcontractors		**$0.00**	**$0.00**	**$0.00**	**$432,000.00**	**$432,000.00**
Operating Expenses						
Travel for training convenings/Evaluation/ TA						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
Subtotal Operating Expenses		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
SUBTOTAL DIRECT EXPENSES						
Indirect Expenses (May not exceed 15% of subtotal of Direct Expenses)	**Indirect costs (3.1%)**				**$33,077.00**	
Subtotal Indirect Expenses		**$0.00**	**$0.00**	**$0.00**	**$33,077.00**	**$33,077.00**
GRAND TOTALS		**$0.00**	**$0.00**	**$0.00**	**$1,099,877.00**	**$1,099,877.00**

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.

2023-2024 UUM RAPID RESPONSE SERVICES
WORKPLAN
GRANT PROPOSAL

Date	October 23, 2023
Organization	Oakland Unified School District
Address	746 Grand Ave, Room E, Oakland CA 94610
Name of Project Contact	Nate Dunstan
Title	Program Manager, Refugee & Newcomers
Phone of Primary Contact	510 922 0061
Email of Primary Contact	Nathaniel.dunstan@ousd.org
Employer Identification Number (EIN)	94-6000385
Website	www.ousd.org

1. OVERVIEW

A. Describe your organization's experience providing case management and/or education and outreach to Unaccompanied Undocumented Minors (UUM) and immigrant communities. Please describe any unique strategies or best practices you employed and include years of experience.

Oakland Unified School District (OUSD) has well-established, tailored services to meet the academic and holistic needs of our diverse and significant population of newcomer students. The Newcomer Program of OUSD's English Language Learner and Multilingual Achievement (ELLMA) department, develops outreach programs for newcomer students based on research, staff expertise, and existing best practices, and provides professional development for newcomer teachers and leaders to assist their students both inside and outside the classroom. The Newcomer Program provides recently arrived students with access to culturally sensitive mental health, health, legal and other social services. Despite such efforts, significant needs and challenges remain for Oakland's Unaccompanied Minors (UUM). One indicator of this need is the over 600 UUM who have left school without a high school diploma and who are unable to access existing school-based programs.

B. Describe the target population(s) to whom the services will be provided, including low-income, pregnant and/or parenting, unhoused, hard-to-reach, and underserved populations.

UUM students have been a target population for OUSD since 2014 and there are existing structures in place to foster collaboration amongst providers. We have enrolled well over 3,000 UUM in OUSD since 2013. Outreach to out of school youth will be a priority task for the Case Manager, as we have hundreds of UUM students who need to be regularly contacted. In addition, the Case Manager and Social Worker will target UUM at elementary school sites which do not currently have social workers or supports in place for the non-academic needs of UUM.

The Case Manager and Social Worker will build upon institutional knowledge and best practices, including in intake, screening, assessments, case notes, and coordination of care with existing partners.

C. Provide a summary of the needs your organization intends to address with this funding (Example: hiring additional staff to provide case management and/or outreach services).

The Opportunities for Youth project (OFY) would allow OUSD to expand existing programming and maintain supports to meet the needs of Unaccompanied Minors in the following ways:

Case Management: OUSD will employ 2 full-time Newcomer Specialists in the central ELLMA office and 2 full-time school-based Case Managers who will provide case management and wraparound supports to youth who have dropped out, or are at risk of dropping out, of school. The case managers will have a particular focus on UUM students at schools without newcomer social workers, as well as youth who have left school or were never enrolled. OUSD will also subcontract with Soccer Without Borders to provide 2 part-time Case Managers to provide case management to UUM participants in their programs.

Program Navigation: OUSD will employ 1 full-time Program Navigator to support more than 50 pregnant and parenting newcomers. The program navigator will assist UUM to access any available educational opportunities, medical services, and enroll their children in childcare and preschool. OUSD will also subcontract with Immigrant Family Defense Fund to provide 2 full-time Program Navigators who provide outreach at OUSD school sites to inform and connect families to OFY and other services. IFDF will also accompany families to assist with submission of applications for social services, basic needs such as food banks and relief funds. OUSD will also sub-contract with Refugee & Immigrant Transitions to provide interpretation, and assistance with the completion and submission of applications for health insurance.

Mental Health and Wellness Supports: OUSD will employ 1 full time Newcomer Social Worker to conduct screenings and assessments of UUM youth, with a focus on

elementary school-aged UUM. The Social Worker will help refer and accompany families to navigate existing mental health services in the community.

Direct Financial Assistance: New Anchor Foundation has partnered with OUSD to provide financial assistance to students and families. New Anchor Foundation will be contracted to support the provision of financial assistance to UUM, particularly those who are identified as at risk of leaving school, have already left school to work, as well as pregnant /parenting teens. As a school district we are unable to provide direct financial assistance to families so we rely on New Anchor Foundation to provide that service.

D. Describe how your organization will serve the linguistic and cultural needs of UUM. Include the primary languages of staff and any other language services or tools utilized for translation or interpretation.

OUSD has over 1,300 students whose native language is Mam. Mam and Spanish are the languages spoken by nearly 100% of UUM in OUSD. All OFY project staff speak Spanish. OUSD will sub-contract with Refugee & Immigrant Transitions to provide interpretation and navigation for Mam speakers.

2. WORK PLAN

Case Management Services:

F. Describe the methods and strategies including the types of services provided to UUM and the immigrant population and any other special populations the organization services and how long the organization has provided services to the immigrant community and years in business.

Thanks to CDSS funding since 2006, the OUSD Newcomer Program provides recently arrived students with access to culturally sensitive mental health, health, legal and other social services. OUSDs Newcomer Program is specifically devoted to the identification, support and tracking of newly arrived refugee students. RASAP provides crucial services to Oakland's extremely diverse refugee student population in support of their school integration and academic success. We aim to positively impact the attendance rates of newcomer students by clearing obstacles to attendance. We aim to improve retention rates of non-graduating newcomers within our programs by enabling continued school attendance and promoting connectedness. We aim to demonstrate improved newcomer student connections to adults at school and knowledge of how to access health and other supportive services as measured by student surveys.

We also seek to connect more students to critical services such as employment, therapy, legal support, child care and housing. We know from Maslow's Hierarchy of Needs that until basic needs are addressed, people cannot access learning. It is our goal to address those needs to the degree possible to stabilize these young people and their families so that they may be successful in our schools and in the US.

G. Describe how your organization will provide case management for UUM and how the organization collaborates or plans to collaborate with other service providers.

The OUSD Newcomer Program focuses on the individual needs of students by providing or referring them to individual mental health services, intensive clinical case management and targeted attendance interventions, which may include home visits and family support.

Team members work closely with the school site leadership and newcomer teachers to advocate for the needs of newcomers and to collaborate around service delivery and support. They also collaborate with district level partners including the Unaccompanied Immigrant Youth Specialist, Refugee and Asylee Specialist, translators, alternative education, linked learning specialists and the Central Family Resource Center to further advocate for the needs of newcomers across the district.

Additionally, partnerships and referral systems to programs for out of school youth need to be strengthened, in particular with OUSD Adult Education, Unity Council, Civicorps and Street Level Health Project.

H. Describe how your organization will serve the linguistic and cultural needs of UUM and the immigrant population it intends to serve.

OUSD has over 1,300 students whose native language is Mam. Mam and Spanish are the languages spoken by nearly 100% of UUM in OUSD. All OFY project staff speak Spanish. There are 2 interpreters/ community navigators available to OFY project staff to assist with interpretation and navigation for Mam speakers.

I. List the <u>case management staff (case managers, navigators, coordinators, etc.)</u> the organization has on staff, or expects to hire, that will be working on this project. Describe the scope of work for each staff.

Name or "New hire"	Position or Title	Scope of Work
Ivone Hernandez	Newcomer Specialist	Case management for elementary school-aged newcomers
Maryam Toloui	Newcomer Social Worker	Screenings and assessments and referrals of youth and families
Emma Batten Bowman	Newcomer Specialist	Program Navigation for

		pregnant/parenting UUM
Cristhian Pineda Diaz	Newcomer Specialist	Case management for out of school UUM
Ricardo Jaramillo	Case Manager	School-based management for UUM
Karen Carranza Moya	Case Manager	School-based management for UUM

For new hires, please describe below an expected timeline for hiring below, and the process for orienting and integrating new staff into the organization, as well as the training new staff will receive for this project.

J. List the designated <u>support or other supervising staff</u> who will be involved in the expansion or implementation of this project and their position or title. For new hires, list "new hire" and their position or title.

Name or "New hire"	Position or Title	Scope of Work
Nate Dunstan	Program Manager, Refugee & Newcomers	Supporting and supervising staff

K. Provide an estimate of the number of individuals to be served by your organization. Number of UUM and number of sponsors/caretakers.

(Name of Organization)	Number of Individuals Served
Youth	150
Households/Sponsors	20

3. <u>CAPACITY</u>

R. Describe how the organization will measure and track the performance of the proposed services listed above. Include a description of the organization's case management system and how it will be used to track services individuals receive.

If you do not have a case management system in place, describe how you will

track performance and outcomes.

The OUSD newcomer program uses Apricot 360 to track services for OFY participants as well as other newcomers. All intake notes, screening assessments, case notes, coordination of care with partners are documented in Apricot. We are able to run reports, queries and download case note summaries from Apricot as needed.

S. List any (existing or to be developed) partnerships. Describe how the organization will collaborate and leverage these partnerships to expand services to UUM and their families.

Organization	Partnership Description
New Anchor Foundation	Existing partnership to facilitate financial assistance to students and families
Soccer Without Borders	Existing partnership to provide after school programs and case management to newcomer students
Refugee & Immigrant Transitions	Existing partnership to provide interpretation services
Immigrant Family Defense Fund	Existing partnership to provide accompaniment, program navigation and immigration legal referrals for students and families

4. PROJECT GOALS & OBJECTIVES

Describe your organization's goals[1] and objectives[2] for Opportunities for Youth in the timeline below. Include how the organization will meet those goals and the time frame to be completed. List and add as many goals and objectives as needed.

Goal (Example): Assess as many eligible UUM as possible for other case management services.

[1]**Goal**: A broad statement of what you wish to accomplish. Goals are broad, general, intangible, and abstract. A goal describes the final impact or outcome that you wish to bring about. Make sure the goals are linked back to the purpose within the funding and Agreement terms.

[2]**Objective**: A step toward accomplishing a goal. In contrast to the goal, an objective is narrow, precise, tangible, concrete, and can be measured. Use the S.M.A.R.T. method of writing your objectives: Specific, Measurable, Attainable, Realistic, and Time-bound.

Objective (Examples): Conduct outreach to promote the availability of OFY services.

GOALS /OBJECTIVES 07/1/2023 – 06/30/2024	MONTH/YEAR TO BE COMPLETED (E.G., 09/23)
1) GOAL: Provide case management to 100 UUM	6/30/2024
Objective 1: Provide intake and assessment to UUM	6/30/2024
Objective 2: Identify goals, create an individualized plan	6/30/2024
Objective 3: Connect UUM to existing support programs in Oakland	6/30/2024
2) GOAL: Provide program navigation to 70 UUM	
Objective 1: Conduct outreach, screenings and assessments, provide referrals for UUM at 10 OUSD school-sites	6/30/2024
Objective 2: Connect 50 UUM to childcare or preschool services so that the UUM may attend school	6/30/2024
Objective 3:	
3) GOAL: Provide direct financial assistance to 66 UUM	6/30/2024
Objective 1: New Anchor Foundation will provide financial assistance to 66 UUM and their families in the form of a check	6/30/2024
Objective 2:	
Objective 3:	
4) GOAL:	
Objective 1:	
Objective 2:	
Objective 3:	

PROPOSED GRANT BUDGET

Please complete the attached budget template including personnel, program, operational and indirect expenses for column F (SFY 2023-2024).

STANDARD AGREEMENT

GRANT AGREEMENT NUMBER
OFY2020-OUSD 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	Through End Date
10/15/2020	12/31/2023

3. The maximum amount of this Agreement is: $1,100,000.00

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	4
Exhibit A-1		
Exhibit A-2		
Exhibit A-3		
Exhibit A-4		
Exhibit B	Budget Detail and Payment Provision	3
Exhibit B-1	Budget Narrative	2
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	City Oakland	State CA	Zip
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 Signat Marcela Ruiz, Director, Office of Equity 2022.06.15 11:32:04 -07'00' 2022.001.20117	Date Signed 6/15/2022		

Exemption *(If applicable)*

EXHIBIT A
(Grant Agreement)

SCOPE OF WORK

A. PURPOSE

The Budget Act of 2019 (Assembly Bill 74) **and the Budget Act of 2021 (Senate Bill 170)** appropriated funding to the California Department of Social Services (CDSS) for the purpose of awarding grants to non-profit organizations and school districts to provide post-placement services to Unaccompanied Alien Children (youth) as defined in Section 279(g)(2) of Title 6 of the United States Code and under the care of a sponsor residing in the State of California, as set forth in this Grant Agreement (Agreement). Pursuant to its authority, the CDSS enters into this Agreement with Community Justice Alliance, Inc. (Grantee) for the sole purpose to provide post- placement services to youth and sponsors. This project shall be known as Opportunities for Youth (OFY).

The funds provided for services pursuant to this Agreement shall be for the sole purpose of providing post-placement support services to youth and sponsors as approved by CDSS in the Grantee's work plan. Services shall include, but not be limited to:

1. Case management;
2. Program navigation;
3. Youth mentoring/coaching;
4. **Mental health and wellness;**
5. Coordination and collaboration with the OFY project evaluation and technical assistance provider and the family support workshop provider; and
6. Participation in OFY project evaluation and technical assistance activities including but not limited to data collection, consultative sessions, and participation in learning collaboratives.

B. TERMS AND CONDITIONS

By signing this Agreement, Grantee agrees to provide to the CDSS services as described in this Agreement that includes the Grantee's approved work plan:

1. Term

a. The term of this Agreement shall be:
   I. Grant term from October 15, 2020 through December 31, ~~2022~~**2023**.
   II. Service term from January 1, 2021 through June 30, ~~2022~~**2023**.

EXHIBIT A
(Grant Agreement)

2. Grantee Qualifications

Grantee, by signing this Agreement, certifies that the Grantee meets the following requirements:

a. Meets the requirements set forth in Section 501(c)(3) or 501(c)(5) of the Internal Revenue Code.

b. Has a minimum of (5) years of experience providing immigration legal services or other support services to youth and their sponsors.

c. Has collaborative partnerships with service organizations, governmental agencies, and school districts that provide collocated services including workforce readiness and safety net services.

3. Grantee Final Work Plan and Budget

a. Grantee shall prepare and submit to the CDSS a Final Work Plan, upon final execution of this Agreement, which shall identify how Grantee will provide the services in Exhibit A of this Agreement and shall include all of the following:

1) Narrative description of case management, program navigation, **mental health and wellness,** and youth mentoring and coaching services, **according to the framework for services set forth in the Program Guidelines, as amended**;
2) Narrative description of the plan to collaborate with the OFY project evaluator and technical assistance provider;
3) Narrative description of the plan to collaborate with the OFY family support workshop provider;
4) Service delivery model for providing case management, program navigation, **mental health and wellness,** and youth mentoring;
5) Budget Plan, including a budget for personnel and the pertinent staffing level for each service component;
6) Supervision for the project;
7) Implementation plan, including the dates each activity shall be completed; and
8) Reporting process.

b. Grantee may modify the Final Work Plan only with prior written consent from the CDSS. Said changes to the Final Work Plan shall not require an amendment to the Agreement.

4. Grantee Responsibilities

a. At all times during the term of this Agreement, Grantee shall maintain the qualifications required to provide the services for which the Grantee receives funding. The Grantee shall immediately report to the CDSS any loss of qualifications required to provide services under this Agreement.

b. Grantee shall keep records of any and all services performed for a period not less than three (3) years following the expiration date of this Agreement.

EXHIBIT A
(Grant Agreement)

c. Grantee shall reimburse the CDSS any funds advanced by CDSS to the Grantee for services that are not provided within 180 days of the advance.

5. Subgrantees

a. Grantee may subgrant with an individual or non-profit organization to perform part or all of the services described in Exhibit A of this Agreement, only upon advance written approval from CDSS.

b. Grantee shall provide to CDSS a signed agreement between Grantee and each subgrantee within 30 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. Grantee shall be responsible 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. Grantee is responsible for verifying 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. Grantee may not substitute any subgrantee without advance written consent of the CDSS.

6. CDSS Responsibilities

The CDSS shall:

a. Monitor and evaluate Grantee's reports on performance, expenditures and service deliverables to assess satisfactory performance and compliance with contract requirements. The determination of inadequate performance and noncompliance will be made at the sole discretion of the CDSS. In the event the CDSS determines that Grantee has not satisfactorily performed services or is not in compliance with the Agreement, the CDSS will give Grantee notice within 60 days of its determination. Grantee will have the opportunity to submit a written response to provide resolution within 30 days after the notification from the CDSS. In the event the Grantee is unable to provide a resolution, the CDSS reserves the right to withhold invoice payments, terminate the Agreement, or exercise other remedies. The CDSS also reserves the right to withhold payments in the event Grantee fails to submit required reports in a timely manner.

b. Review data, materials, publications and curricula used by Grantee and all fiscal records related to the program. Contract monitoring shall be accomplished in a manner, location and time at the sole discretion of the CDSS.

c. Provide the Grantee with instruction and submission of reports.

EXHIBIT A
(Grant Agreement)

d. Review all invoices submitted by Grantee and approve for payment in a timely manner.

7. Reporting

a. Grantee shall complete electronic reports on deliverables and provide requested data.

b. Grantee shall submit electronic reports on deliverables and requested data to CDSS by the due dates, which will be specified by the CDSS a minimum of 30 days before the due date.

c. The Report Form shall be submitted to:

California Department of Social Services
Immigrant Integration Branch
744 P Street, MS 9-6-33
Sacramento, CA 95814
ImmigrationServices@dss.ca.gov

8. Exclusions and Limitations

a. Grantee shall be prohibited from:

1) Charging a client or any other individual or entity for any services provided pursuant to this Agreement;
2) Accepting any compensation including pre-payment or co-payments from a client for any services provided to a client pursuant to this Agreement; and
3) Charging any membership fees to access services pursuant to this agreement.

9. Agreement Representatives

The Agreement Representatives for the parties in this Agreement are:

CDSS	**Grantee**
Eliana Kaimowitz	Nathaniel Dunstan
Chief	Program Manager
Immigrant Integration Branch	Oakland Unified School District
744 P Street, M.S. 9-6-33	1000 Broadway Suite 300
Sacramento, CA 95814	Oakland, CA 94607
(916) 653-6070	(510) 273-1661
Eliana.Kaimowitz@dss.ca.gov	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 five (5) 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 October 15, 2020 through December 31, ~~2022~~**2023**. All services must be completed by June 30, ~~2022~~**2023**.

2. The maximum amount payable under this Agreement shall not exceed ~~$500,000.00~~**$1,100,000.00**. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s), subject to continued funding:

   2020/21 $500,000.00
   2021/22 $600,000.00

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 40 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 OFY2020-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.

8. Invoice payment will be conditioned upon the timely receipt by the CDSS of the OFY 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.

EXHIBIT B
(Grant Agreement)

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 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 this 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.

EXHIBIT B
(Grant Agreement)

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.

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
OFFICE OF EQUITY
IMMIGRANT INTEGRATION BRANCH

BUDGET NARRATIVE TEMPLATE

ORGANIZATION: Oakland Unified School District

CATEGORY & LINE ITEM DESCRIPTIONS	BUDGET NARRATIVE	FY: 2020 -2021 10/1/2020 - 6/30/2021	FY: 2021 -2022 7/1/2021 - 6/30/22	FY: 2022 -2023 7/1/2022 - 12/31/22	FY:2023-2024 1/01/23-12/31/23	PROJECT TOTALS
Personnel (Salaries & Benefits)						
Program Coordinator (Newcomer Program	0.1 FTE	$2,106.00	$4,212.00	$3,979.00	$3,979.00	$14,276.00
Case Manager (1 FTE)	1 FTE	$50,000.00	$104,004.63	$65,000.00	$65,000.00	$284,004.63
Mental Health Specialist	1 FTE	$0.00	$0.00	$61,650.00	$61,650.00	$123,300.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
Subtotal Personnel (Salaries & Benefits)		**$52,106.00**	**$108,216.63**	**$130,629.00**	**$130,629.00**	**$421,580.63**
Program Expenses						
Language Access Services						$0.00
Staff Mental Health and Wellness						$0.00
Activities for Mental Health and Wellness						$0.00
Youth Stipends						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
Subtotal Program Expenses		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Subcontractors						
Immigrant Family Defense Fund	Program Navigation	$35,232.37	$112,500.00	$0.00	$0.00	$147,732.37
Soccer Without Borders	Mentoring	$57,500.00	$112,500.00	$81,250.00	$81,250.00	$332,500.00
Community Development Finance	Financial Literacy Classes	$0.00	$0.00	$79,581.00	$79,581.00	$159,162.00
Subtotal Subcontractors		**$92,732.37**	**$225,000.00**	**$160,831.00**	**$160,831.00**	**$639,394.37**
Operating Expenses						
Travel for training convenings/Evaluation/ TA	Travel			$500.00	$500.00	$1,000.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
Subtotal Operating Expenses		**$0.00**	**$0.00**	**$500.00**	**$500.00**	**$1,000.00**
Subtotal Direct Expenses		**$144,838.37**	**$333,216.63**	**$291,960.00**	**$291,960.00**	**$1,061,975.00**
Indirect Expenses						
Indirect 5.56% (20-21) 4.22 (21-22), 2.68% (22-23)		$8,053.00	$13,892.00	$8,040.00	$8,040.00	$38,025.00
Subtotal Indirect Expenses		**$8,053.00**	**$13,892.00**	**$8,040.00**	**$8,040.00**	**$38,025.00**
GRAND TOTALS		**$152,891.37**	**$347,108.63**	**$300,000.00**	**$300,000.00**	**$1,100,000.00**

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
OFFICE OF EQUITY
IMMIGRANT INTEGRATION BRANCH

BUDGET NARRATIVE TEMPLATE - SUBCONTRACTORS

ORGANIZATION: Oakland Unified School District

Subcontractor	Level of	Services	Primary	Title	Phone	E-mail	Specific activities to be	Proposed
Soccer Wihtout Borders	Existing	Youth coaching	Ben	Founder and	(415) 912-7139	ben@soccerwitho	2 FTE coaches will provide	$162,500.00
Community Development Finance	Existing	Financial	Dan	Executive	(510) 848-1174	dmleibsohn@gmail.com	Will provide financial literacy	$159,162.00
Immigrant Family Defense Fund	Existing	Program	Trevor	Director	(510) 241-2033	trevor@immigrantf	1.5 Program Navigators	$0 for 2022

File ID Number	22-1937
Introduction Date	9/14/22
Enactment Number	22-1591
Enactment Date	9-14-2022 CJH
By	

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

September 14, 2022

To: Board of Education

From: Sondra Aguilera, Acting Superintendent
Nicole Knight, English Language Learner and Multilingual Achievement Office

Subject: District Submitting Grant Proposal

ACTION REQUESTED:
Approval and support by the Board of Education, pursuant to Board Policy 3290, of OUSD's application to the California Department of Social Services, seeking funding in the amount of $500,000 to continue the "Opportunities for Youth" program providing outreach, reengagement and wellness supports for unaccompanied immigrant youth, as described in the proposal, incorporated herein by reference as though fully set forth, for the period July 1, 2022 through December 31, 2023, and, if granted, in whole or in part, delegation to the Chief Academic Officer to sign on the Board's behalf to accept 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 2022-2023 was submitted for funding as indicated in the chart below. The grant face sheet and grant proposal packets are attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
22-1937	Yes	Grant	OUSD / ELLMA	To provide case management and wellness supports to unaccompanied immigrant youth.	July 1, 2022 through December 31, 2023	California Department of Social Services	$600,000.00

DISCUSSION:
The district created a Grant Face sheet process to:

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

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

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

- Grants valued at: $600,000.00

RECOMMENDATION:
Approval and acceptance by the Board of Education, pursuant to Board Policy 3290, of OUSD's grant application to the CA Department of Social Services and delegation to the Chief Academic Officer to sign on the Board's behalf to accept grant award, if received.

ATTACHMENTS:

Grant Face Sheet
Grant Proposal and Budget
Budget

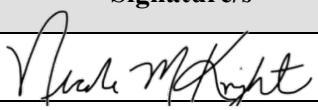
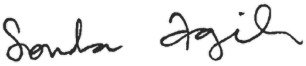
OUSD Grants Management Face Sheet

Title of Grant: **Opportunities for Youth**	**Funding Cycle Dates:** **July 1, 2022 - December 31, 2023**
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:** $600,000.00
Funding Agency: State of California - Health and Human Services Agency California Department of Social Services Immigrant Integration Branch 744 P Street, MS 9-6-33 Sacramento, CA 95814	**Grant Focus:** Case management and wellness for unaccompanied youth
List all School(s) or Department(s) to be Served: ELLMA (954)	

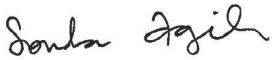
Information Needed	**School or Department Response**
How will this grant contribute to sustained student achievement or academic standards?	The grant's primary focus is to promote security, stability and opportunities for Unaccompanied Minor youth in OUSD in by fostering resilience among their guardians and increasing the socio-emotional competence of the youth. OUSD students will receive case management, participate in mentorship and after-school programs that promote well-being and health, and receive referrals to services that support their integration into life in the US/Oakland. This support will promote student attendance, participation, graduation and mental health.
How will this grant be evaluated for impact upon student achievement? **(Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 3.98% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)**	We have tracking system in place to measure and track attendance, ELPAC scores, grades, retention, and other test scores.
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 3.98% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)**	Yes
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.)**	Nathaniel Dunstan, Program Manager Oakland Unified School District 746 Grand Avenue, Oakland, CA 94610 510-273-1661 Nathaniel.Dunstan@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	Nicole Knight		06/15/2022
Department Head **(e.g. for school day programs or for extended day and student support activities)**	Sondra Aguilera		8/2/2022

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Lisa Grant Dawson		
Acting Superintendent	Sondra Aguilera		9-15-2022

Approved as to form by OUSD Staff Attorney Joanna Powell on 6/9/2022.

Joanna J. Powell

Oakland Unified School District Proposal: Opportunities for Youth Project, California Department of Social Services, Immigrant Integration Branch

Executive Summary

Oakland Unified School District (OUSD) has well-established, tailored services to meet the academic and holistic needs of our diverse and significant population of newcomer students. The Newcomer Program of OUSD's English Language Learner and Multilingual Achievement (ELLMA) department, in collaboration with the Oakland International High School Learning Lab (OIHS LAB), develops outreach programs for newcomer students based on research, staff expertise, and existing best practices, and provides professional development for newcomer teachers and leaders to assist their students both inside and outside the classroom. The Newcomer Program provides recently arrived students with access to culturally sensitive mental health, health, legal and other social services. Despite such efforts, significant needs and challenges remain for Oakland's Unaccompanied Minors (UUM). One indicator of this need is the over 600 UUM who have left school without a high school diploma and who are unable to access existing school-based programs.

The Opportunities for Youth project (OFY) would allow OUSD to expand existing programming and develop new supports to meet the needs of Unaccompanied Minors in the following ways:

Case management: OUSD will hire 1 full time Unaccompanied Minor Support Specialist who will provide case management and wraparound support, with a particular focus on UUM students at schools without newcomer social workers, as well as youth who have dropped out, or are at risk of dropping out, of school.

Program Navigation: OUSD will continue to partner with Immigrant Family Defense Fund (IFDF) who will connect UUM students to community service providers, especially immigration services, and also support students at schools without newcomer social workers (all elementary school sites in OUSD are included in this category). Since 2017, IFDF has funded a part time immigration attorney who provides free consultations to OUSD families. In 2020, with funding from the OFY project, IFDF was able to hire 1 full time and 1 part time program navigator. IFDF will maintain these positions using their own resources and will continue to work closely with the OUSD OFY team in 2022-2023.

Coaching/mentoring: OUSD will contract with partner agency Soccer Without Borders (SWB) to hire 2 full time mentor coaches. SWB's mission is to use soccer as a vehicle for positive change, providing newcomer youth with a toolkit to overcome obstacles to growth, inclusion, and personal success. SWB has

been the OUSD partner most effective at engaging UUM students beyond the classroom, encouraging at-risk youth to stay in school, and providing long-term support for their socio-emotional growth and integration into their new community.

Financial Wellness: Community Development Finance has partnered with OUSD to provide financial coaching and stipends to students and families. CDF will be contracted to offer financial literacy classes to UUM, particularly those who are identified as at risk of leaving school, have already left school to work, as well as pregnant /parenting teens.

Mental Health Specialist: OUSD will hire a Mental Health Specialist, a Licensed Clinical Social Worker who will oversee a team of 5 interns to provide clinical case management and psychotherapy services to UMM students.

Overall Capacity

A. The OFY service providers must have the capacity to sustain the project throughout the entire project period, provide culturally and linguistically responsive services, develop a trauma informed program, and engage and coordinate care in partnership with local service organizations. Articulate the organization's capacity to implement the OFY project. Describe the following (Items 1-11):

1. **The organization's collaborative partnerships with service organizations, governmental agencies, and school districts that provide social safety net support services for youth and families;**
    a. OUSD's Community School Model encourages partnerships at both the school and district level, and Oakland International High School has been recognized both locally and nationally for their Community School efforts, which we would continue to expand and replicate through this program in partnership with the OIHS LAB. . The OUSD Newcomer Program has extensive, intentional partnerships and established referral mechanisms that benefit UUM youth in the areas of health (Children's Hospital, La Clinica de la Raza), mental health (La Familia, Partnerships for Trauma Recovery), accompaniment and bond assistance (Immigrant Family Defense Fund) and legal providers (Immigrant Legal Defense, Centro Legal de la Raza, East Bay Sanctuary Covenant, Catholic Charities, East Bay Community Law Center, Pangea Legal Services, International Institute of the Bay Area). OUSD also directly contracts with a number of key service providers that provide mentorship, case management and other supports for

newcomers (Soccer Without Borders, Refugee Transitions, Burma Refugee Family Network).

2. **The organization's plan to recruit and retain culturally and linguistically responsive navigators, case managers, mentors and life coaches, and family support workshops;**
    a. The OUSD Newcomer Program is deeply committed to hiring linguistically and culturally diverse staff that reflect the students we serve. The Newcomer Program, as well as many school sites serving newcomers, hired many former students as teachers, teacher assistants, after school tutors, coaches, mentors, and technology assistants; and regularly receives candidate referrals from community-based organizations. The OIHS LAB has created a training program for newcomer teachers, mental health workers and social services workers who train and/or earn subsidized certification at OIHS, and who are assisted with future job placement at other newcomer sites; the program focuses on recruiting from immigrant communities.

3. **The capacity to ensure those working with youth, whether paid or volunteers, pass a Live Scan fingerprint background check prior to serving youth;**
    a. OUSD has strict processes in place to screen staff and volunteers including background checks. The same standards are required for all partner organizations and their staff who come into contact with OUSD students. All new staff hired through the OFY project will undergo these background checks.

4. **The organization's plan to leverage existing professional development plans that include training and resources regarding adolescent development, trauma, the impact of toxic stress, independent living strategies, human and labor trafficking and exploitation;**
    a. OUSD's English Language Learner and Multilingual Achievement (ELLMA) department develops research-based program for newcomer students based on research and provides professional development for newcomer teachers and leaders. All new staff hired through the OFY project will participate in professional development.
    b. The OIHS Learning Lab is a local and national leader in training educators on the backgrounds, challenges, and assets of newcomer students and families. The OIHS LAB has created a robust training program for new and existing teachers on the way trauma impacts learning and behavior, trauma-informed instructional practices, and how wraparound services can support positive student experiences and student retention. The LAB has

extended similar trainings to more than 1,000 educators, social service workers and policy makers outside our school walls. In addition, OIHS works with student leaders to organize an annual "Community Walk" learning opportunity for staff and community partners; organized by parents, students and community leaders, OIHS teachers and staff visit student communities where they are shown important landmarks and cultural centers; meet with community leaders, advocates and/or support people; and meet with families (either in homes or community centers) to discuss families' questions, concerns and hopes for their students and the school. These professional development sessions educate teachers about students' backgrounds, challenges, community and cultural assets, and the educational concerns of OIHS's diverse newcomer students and families. They also serve to immerse teachers in the home environments of their students, and give students and family members the opportunity to serve as leaders, inverting roles such that our teachers become the students, and our students and families become the teachers.

5. **The capacity to provide coordinated care and create a legal and social safety net of services for youth and sponsors;**
    a. OUSD has existing relationships and partnerships that provide needed services to UUM and their families. The OFY project would fill significant gaps by strengthening partnerships and also by allowing services to reach more youth at a greater number of school sites.

6. **A plan to incentivize client participation by meeting youth's and sponsors' practical needs such as transportation.**
    a. Transportation assistance (in the form of a bus pass) is available from the OUSD Newcomer Program, and from OUSD school sites (through partnerships with AC transit). SWB provides transportation for many participants to/from practices and games.

7. **The capacity to foster collaboration among navigators, case managers, family support workshop providers, evaluators and technical assistance providers.**
    a. UUM students have been a target population for OUSD since 2014 and there are existing structures in place to foster collaboration amongst providers. OUSD's Newcomer Program and OIHS Learning Lab are already tasked with building community partnerships and coordinating newcomer-specific services across OUSD. If funded, our team would launch a district-wide newcomer Coordination of Services Team, or COST (the only such body at the district level) for the various program staff to triage referrals,

coordinate resources, track progress, and consult on particularly high-need cases. Our team is also in the early stages of developing a district-wide, HIPPA compliant social services database to track students needs, resources and services provided, which will ensure both deeper and smoother collaboration of services among the various staff and stakeholders.

8. **Capacity to provide co-located services (i.e. collaborating with community schools and providing mentoring and coaching in school campuses).**
    a. Thanks to the OUSD Community School model, most of our 84 school sites have Community School Managers who are responsible for coordinating the co-location of services on site. Services such as health and mental health care and food banks are brought into schools where they are made more readily available. Immigration legal services are also offered at a limited number of school sites by community partner non-profit legal service providers. However, unlike a health provider who would be able to refer a sick student out to a specialist elsewhere in the community, a legal service provider is unlikely to know which other attorneys would have capacity for a specific type of immigration case at any given time. Coordinating those referrals centrally within OUSD is therefore more efficient and productive, and the OFY project offers a potential opportunity to expand these services across OUSD.

9. **Capacity to collaborate with evaluators and technical assistance providers to plan technical assistance activities.**
    a. OUSD's Newcomer Program and OIHS Learning Lab are ready and able to collaborate with evaluators and technical assistance providers and this fits well into existing job descriptions.

10. **Organization's capacity to complete semi-annual progress reports, interim, and final project reports in coordination with the technical assistance provider.**
    a. OUSD's Newcomer Program staff are able to complete regular reports and this fits well into existing job descriptions.

11. **Capacity to modify the delivery of service components and provide virtual and telephonic services to meet the needs of youth and families.**
    a. While coordination of services is all the more challenging in the distance-learning/shelter in place context, it is also all the more urgent, and the OUSD Newcomer Program, along with the OIHS LAB, spent the spring developing robust best practices for wraparound services and student engagement in the distance learning context. Our program staff's strong relationships with students and families, and the institutional trust built over time,

have allowed us to respond to urgent needs in the remote context, including via weekly food pantries and food deliveries; remote assistance applying for unemployment benefits; direct cash assistance through community cash funds; healthcare access; technology and internet access; and regular updates regarding public health announcements and guidance, Meanwhile, SWB shifted their mentorship and coaching services online, regularly engaging the vast majority of their students through zoom, home visits and small group distanced/no-contact practices.

Project Components

B. **Case Management: Case Managers provide coordinated case management services that harness resources to meet youth's needs. This includes strengths and needs assessments, completion of tools to identify the network of support, completion of Individual Success Plans that reflect SMART goals, referrals to community agencies and completion of the Youth Thrive™ Survey. Draft one paragraph describing how the organization will meet case management requirements (Items 1-9).**

1. **Intake, screenings and assessments:**
    - **Administering youth strengths and needs assessments.**
    - **Identifying formal and informal networks of support.**
    - **Administering youth trauma screenings.**
    - **Compiling youth intake information.**
    - **Developing goals collaboratively with youth.**
2. **Child and Adolescent Needs and Strengths assessment and trafficking screening:**
    - **The Child and Adolescent Needs and Strengths Comprehensive – Trauma Version (CANS Trauma assessment) or the California Integrated Practice (CA IP – CANS) assessment.**
    - **International Institute of Los Angeles Human Trafficking Screening.**
3. **Completing Individual Success Plans.**
4. **Coordination of care in collaboration with navigators, mentors and life coaches, and the family workshop provider.**
    - **Referrals and coordination of services to link youth and their families to available services and resources (Education, immigration legal services, workforce development, social services, mental health, housing, other independent living resources, etc).**

- **Identification of strategies to support Out of School Youth and older adolescents who may have transitioned away from the home of their sponsor. Strategies to reach and connect Out of School Youth and older adolescents to resources and services to address youth's short- and long-term goals.**

5. **Survey administration, including the Youth Thrive™ Survey.**
6. **Exploring/identifying and updating formal and informal networks of supports.**
7. **Concurrent planning.**
8. **Case file documentation and maintenance.**

The Case Manager will be hired in the existing job category of Unaccompanied Immigrant Youth Specialist and will build upon institutional knowledge and best practices developed by the 2 previous (and 1 current) Specialist in that position, including in intake, screening, assessments, case notes, and coordination of care with existing partners. The ISPs, CANS, Survey Administration and additional documentation requirements will be used as recommended by CDSS and overseen by the Program Manager for OUSD Newcomer programs. Outreach to out of school youth will be a priority task for the Case Manager, as we have a list of around 700 UUM students who would ideally be contacted. Additionally, partnerships and referral systems to programs for out of school youth need to be strengthened, in particular with OUSD Adult Education, Unity Council, Civicorps and Street Level Health Project.

C. Program Navigation: Program Navigators assist youth and sponsors in accessing service systems and provide interpretation and advocacy. Warm hand-offs must be included. Draft a minimum of one paragraph describing how the organization will meet program navigation requirements (Items 1-5).

1. **Program navigation to help youth and their sponsors navigate service systems (Education, workforce development, social services, immigration support services, disaster relief services, etc.).**
2. **Home visitation when feasible.**
3. **Telephonic and virtual contact.**
4. **Immigration hearing support.**
5. **Interpretation and advocacy on behalf of the youth and their sponsors.**

OUSD will continue to partner with Immigrant Family Defense Fund, whose mission is to help parents and children in California schools facing the threat of deportation access qualified legal representation. For the past 2 years, IFDF has funded a part time immigration attorney who provides free consultations to OUSD families.

One of the IFDF Program Navigators is trilingual in English, Spanish and Mam. Program Navigators will screen families for need and make referrals directly to non-profit legal service provider partners, IFDF's immigration attorney or other services in collaboration with OUSD Newcomer Program manager and OFY project Case Manager.

D. Youth Mentoring and Coaching: Youth centered activities that support socio-emotional development and help youth acclimate to their communities. Draft a minimum of two paragraphs describing how the organization will deliver mentoring and coaching services (Items 1-7).

1. Does the organization have an existing mentoring/coaching program to be leveraged for this project?

OUSD will expand an existing contract with Soccer Without Borders (SWB). SWB's mission is to use soccer as a vehicle for positive change, providing newcomer youth with a toolkit to overcome obstacles to growth, inclusion, and personal success.

Since 2006, SWB has served refugee and immigrant youth in Oakland, and currently operates in five U.S states. SWB participants are often amongst the hardest to reach youth in their communities. Soccer is a uniquely well-suited platform for a mentoring program serving these youth, as it uses an activity that provides consistency, familiarity, and a sense of belonging for young people who are sorely lacking it. The program, which combines engaging group and one-on-one mentoring, is designed to meet the unique needs of unaccompanied immigrant youth.

2. Describe the organization's capacity to develop mentoring and coaching opportunities for youth, administer background checks, and ensure mentors and coaches provide at least three mentoring or coaching activities per month.

SWB's holistic, evidence-based mentoring program combines soccer practices and games with academic and language support, civic engagement, and cultural exchange activities, while proactively reducing barriers to entry that typically leave newcomers excluded. Together in a welcoming team environment led by a caring mentor-coach, newcomer youth advance academically, develop personally, make healthy lifestyle choices, build social capital, and develop English language skills. The balance and dosage of these activities creates a powerfully influential environment.

Given the history of transition and trauma many participants have faced, SWB invests in full-time Program Coordinators to serve as mentor-coaches in the program and lead all activities. SWB Program Coordinators speak both English and Spanish and understand the unique challenges our participants face. The quality and preparedness of SWB' staff and leadership team is the most critical input to ensuring that program participants succeed.

SWB's staff recruitment processes align with the elements of effective mentoring programs. They recruit mentors whose skills, motivations, and backgrounds best match the goals. The screening and training processes also meet best-practices for mentor programs. Program Coordinators are interviewed to assess their fit with the program and are background-checked through national and state databases. Coordinators also get training in SWB child protection, confidentiality, and employee policies. They commit to cultural humility and upholding the welcoming culture of SWB. All mentees sign a participant agreement, and parents complete an application that includes informed permission for their child to participate, available in the home languages of our participating families. In addition to the safeguarding training previously discussed, mentors receive additional training related to their role and the associated expectations, sports-based youth development, trauma-informed coaching, and English language development upon joining the program. Additional trainings occur throughout the year, including topics such as restorative practices, community conferencing, and other themes related to our program model.

SWB's program model is designed to maximize the length and depth of the relationship, with youth participating at least 5 hours per week, and at least 35 weeks per year. In addition, youth stay in the program for many years, allowing veteran participants to step into leadership roles within their group and strengthening the bonds developed between mentor coaches, mentees, and families in the program. In 2019 SWB celebrated an 80% year over year retention rate among participants. Research tells us that mentoring relationship of 12 months or more can have a significant impact on academic outcomes and psychosocial development. In 2020, the average SWB Program Coordinator tenure is 36 months.

3. Describe how mentors and coaches will assist youth as they learn about their communities while celebrating their cultural heritage.

For many youth from Central America, soccer is a crucial part of their cultural heritage. Families and communities come together to watch local soccer matches or professional games throughout Central America, and knowledge of soccer immediately gives an adult a point of connection with youth. While it is a uniting force, SWB also recognizes the importance of

creating safe spaces, where youth can express their unique cultures and be their authentic selves.

Every SWB session begins with an opening circle, introducing the theme for the day, providing an opportunity for youth input, and checking in with each mentee. Each session ends with a closing circle, where the group reflects on the theme of the day and any learnings, celebrating the accomplishments of the group and recognizing the positive contributions of individuals. Throughout the sessions, program leaders use grouping strategies which intentionally pair students with youth from different countries, and discuss the importance of valuing differences and finding common ground. SWB staff have found that it especially important to celebrate indigenous cultures within teams comprised of youth from different Central American countries.

SWB Coordinators provide individualized support to mentees on their teams throughout the year, checking in with youth and their families to make sure their needs are being met. Mentor coaches also work with each individual mentee to complete a goal-setting activity at the beginning of their match, and check in on those goals during the year in one-on-one meetings.

In addition to the socio-emotional and relationship skills developed through the SWB model, Coordinators support participants academically, providing English language tutoring and homework help to provide the support our youth need to get on track academically, positively engage in school, and graduate from high school. Not only do the mentor coaches support youth to stay on track academically throughout their participation in the program, they provide guidance as youth approach the end of high school, supporting post-secondary exploration and preparation. Upper classmen in the program (juniors and seniors) work with their mentor coaches to explore college and career options, prepare for tests and applications, and develop fundamental employment skills like resume writing, interview skills, and job application support.

4. **How will the organization ensure mentors and coaches provide the socio-emotional support according to the youth's needs and encourage youth's participation in enrichment activities.**

SWB employs motivational, inclusive, restorative, and trauma-informed coaching strategies. SWB coaches are trained the FAMILY Coaching Framework (**F**acilitation, **A**ctivity, **M**anagement, **I**dentity, **L**earning, and **Y**outh-centered). This framework, developed by SWB, gives coaches specific guidance on how to create an optimal, safe learning space for newcomer youth. The Framework includes an ongoing assessment and learning cycle that ensures fidelity and consistency in program delivery.

The Framework has been showcased as a promising innovation by the Robert Wood Johnson Foundation and the US Soccer Foundation, as well as WeCoach, a leading organization in trauma-informed sport coaching design.

All mentees participate in a team-based group mentoring model integrated into a soccer program, which maintains a 10-to-1 youth to trained mentor coach ratio. This evidence-based model leverages participants' passion for soccer and love of their mentor, team and teammates to create a positive culture that uses a skill-building framework to help youth develop social capital, motivate school engagement and English language learning, and promotes healthy choices.

Alongside the group mentoring happening through soccer programming, the highest need students participate in Socio-Emotional Learning (SEL) Circles in smaller groups. These circles consist of a check-in, followed by the introduction of a specific skill (e.g. breathing skills, listening skills, emotional expression skills), and an application of that skill to a scenario read together as a group, providing peer support, as well as English language practice. These circles take place during the school day as pull-out sessions, and have been implemented at several high schools in Oakland to date. This model also contributes to the safe and nurturing space youth need to develop.

5. **Describe the organization's plan to support mentors and coaches as they encourage youth to identify goals and foster opportunities to celebrate success.**

SWB's mentoring program features a consistent routine, providing for stability and predictability, creates a safe space for youth to be themselves, helps youth understand and manage their feelings, and provides opportunities for mastery and success. Indeed, for many participants, the opportunity to demonstrate mastery and success is elusive in the school setting, as they work to catch up to their U.S.-born peers while learning English. The SWB program offers an alternative context for youth to build confidence, finding success through the platform that many identify as familiar and comfortable: the soccer field. The program is based on strong mentoring relationships that facilitate developmental experiences through a culture of reflection, helping youth develop key socio-emotional skills like self-regulation, social awareness and relationship skills, self-awareness, and responsible decision-making. The relationships developed between mentor coaches and mentees represent a strong link between group mentoring interventions and positive youth outcomes.

6. **Identify the unique mentoring and coaching needs of Out of School Youth and older adolescents who have transitioned away from the sponsor's home.**

   The greatest need for Out of School Youth and older adolescents is around balancing school and community obligations with the pressure to work. Out of School youth need to be shown the various options they have to continue their education while they work, such as Adult School or Continuation High School, and support to visit these locations and enroll in classes. Out of School Youth need support applying to jobs, and knowing their rights at their respective work places. Often, older workers at the workplace can encourage negative behaviors, particularly around drinking and substance use. These youth need to be connected to adults and a peer group that are making healthy choices and encouraging them to do so, as well. In addition, Out of School Youth are targeted for gang involvement. As a result, these youth in particular need a sense of belonging and a positive outlet to socialize and have fun, and need opportunities to develop a future facing mindset, with goals and objectives they are working towards.

7. **Describe how the organization will support mentors and coaches who are engaging youth in need of independent living skills and supports. Address how the organization will support mentors and coaches as they connect youth to resources and programs that support employability, education, career technical education, and independent living skills.**

   One of the central features of a successful mentoring relationship is trust. In a 2019 survey, 93% of youth in SWB reported that they had or would feel comfortable asking their coach for help with something in their lives outside of the program. Trust enables youth to go to their mentor for support with different facets of their lives. SWB mentors often support young people in areas big and small. From preparing a resume, to working on a social services application to registering for classes, to getting dropped off and checked-in to a shelter, youth know they can come to their coach for support, and that the mentor will support them directly if they can or connect them to additional resources if the matter is beyond the skill set of the Coordinator.

   SWB Coordinators receive training around the different services available to participants. SWB has a school day presence at the high schools where many Unaccompanied Immigrant Youth attend, and regularly makes referrals to the Coordination of Services Teams (COST). Through partnerships with the Oakland Unified School District and Alameda County Behavioral Health Services, we are aware of different mental health service providers, legal service providers and community navigators that

can offer critical supports to participants. Similarly, SWB Coordinators are aware of different career pathway programs such as Civicorps and the numerous programs offered through the Peralta colleges.

E. Mental Health and Wellness: Activities that support the mental health and wellness needs of youth, their sponsors, and service providers. Draft a response to each of the following (Items 1 – 7).

1. Allowable activities shall include elements of the original OFY model, such as Case Management, Program Navigation, and Mentoring. Describe how proposed mental health and wellness services/activities support at least one of the dimensions in the Substance Abuse and Mental Health Services Administration's Eight Dimensions of Wellness framework. Describe how mental health and wellness services will be implemented parallel with current OFY components.

The Mental Health Specialist will be a Licensed Clinical Social Worker who will oversee a team of 5 interns. The interns will provide clinical case management and psychotherapy services to UMM students. Each person will hold a caseload of up to 6 individual students and have the ability to host up to 4 support groups per year school year. Each support group can have up to 8 students. The Mental Health Specialist and Interns will be able to serve at least 30 youth. Youth referred for individual support can receive up to 6 months of weekly therapeutic services. Youth referred for groups can receive up to 8 weeks in a support group. Youth who are receiving clinical case management can be offered "wellness check-ins" while a connection to therapeutic services is made; that can vary from twice a month or as needed. The OFY Case Manager, Mentors or Program Navigators will refer UUM to the Mental Health Specialist who will then assign the youth to an intern and supervise their care.

2. Allowable activities include mental health assessments and evaluations. If applicable, describe the approach to providing mental health assessments and evaluations.

Mental Health Specialists will work with interns to review appropriate curriculum for groups. Support groups will include both a pre- and post-assessment to assess the delivery of psychoeducation. As individual services start, interns will do a brief intake assessment to review presenting problem and other mental health needs (e.g. substance usage, historical or present child abuse/neglect exposure, suicide ideation, medical conditions). After a few sessions, a treatment plan will be created with the youth to help set mental health goals and review progress periodically. The Mental Health Specialist will also support interns in

helping create safety plans after an assessment with students displaying self-harming behavior or ideation.

3. Allowable activities include supporting the wellness of staff working with youth and families. Describe activities that support the wellness of staff and share new and/or current procedures that will enhance and support staff wellness by mitigating staff burn-out and/or secondary trauma.

Mental health specialists will also help enhance a clinical training calendar to help the interns and other wellness staff with professional development. Trainings that promote the strengthening of clinical practices will be limited to interns, but trainings on vicarious trauma, compassion fatigue and self-care, will be extended to Case Managers, Mentors or Program Navigators. The Mental Health Specialist will also help to organize a wellness retreat at the end of the first semester and the end of the school year.

4. The youth and families served through the OFY project come from various cultures and may speak indigenous languages. Provide information on indigenous populations your organization serves or plans to serve. Describe how language access services will be and/or are being implemented.

OUSD has over 1,300 students whose native language is Mam. Mam and Spanish are the languages spoken by nearly 100% of UUM in OUSD. All OFY project staff speak Spanish. There are 3 interpreters/ community navigators available to OFY project staff to assist with interpretation and navigation for Mam speakers.

5. Discuss what capacity and resources are already present at your organization to support the implementation. Consider internal resources you can leverage, established or potential partnerships, and current programming you are implementing.

Financial Wellness classes:
Community Development Finance has partnered with OUSD to provide financial coaching and stipends to students and families. CDF will be contracted to offer financial literacy classes to UUM, particularly those who are identified as at risk of leaving school, have already left school to work, as well as pregnant /parenting teens. The Case Manager, Mentors or Program Navigators will refer UUM to the classes. The Case Manager will co-instruct the classes, which will be provided at vasious OUSD school sites and will include: Budgeting (overview as well as creating individual budgets and financial goal setting), Credit (records, scores), Managing Cash Flow, Debt (getting out of debt), Banks and Credit Unions, Personal Loans, Taxes, Savings. All students will be assisted with opening a

checking and or savings account, navigating basic functions of the account (using a checkbook, online banking, using ATMs and bank cards).

Immigrant Family Defense Fund:
IFDF was sub-contracted to provide Program Navigation services for the initial OFY project period (ending June 30, 2022). This funding allowed IFDF to expand their operations and develop staff capacity. From July 2022 onwards, IFDF will continue to fund Program Navigators that will support and collaborate with OUSD and OFY project staff in support of UUM and their families.

6. Describe supports/capacity building you would like the TA and Evaluation team to be aware of to support your implementation of this component.

The financial literacy/ financial wellness classes are a new program for OUSD and the first classes began in March 2022 at Rudsdale Newcomer Continuation School. With support from the OFY project we hope to expand the scope of these classes making them available to UUM across Oakland. Any and all support is welcome in development of this new initiative. We have already run into several barriers in attempting to open bank accounts for students who do not have a social security number or ITIN number and have dealt with this on a case-by-case situation with individual bank and credit union staff. We hope to establish a more systematic process that can be scaled up to allow access to financial services for more students (including eventually undocumented students in OUSD who are not UUM and not part of the OFY project).

7. Provision of services shall not extend beyond June 30, 2023. Describe activities, timeframe, and staffing to support the transition and/or closeout of the OFY project. In your description of activities, keep in mind the messaging and needs of clients, staff, and community partners.

This timeline fits neatly into OUSD's schedule given that the 2022-2023 school year ends on May 25, 2023 and will be followed by a 4 week summer school session which ends June 30, 2023. OFY- funded staff will end services by June 30, 2023 just in time for our regularly scheduled summer break.

8. Describe your organization's plan to carry out administrative activities such as final reporting and final reimbursement requests between July 1, 2023 and December 31, 2023. Consider internal resources you can leverage.

The OFY project coordinator, Nate Dunstan, is a year-round OUSD employee and will be carrying out final reporting and invoicing duties for OFY. OUSD central office staff including accountants will also be available to support administrative tasks during this period.

Proposed Work Plan

Timeline for the delivery of services.

1. Identify the phases for planning, implementation, and post-implementation.
2. Describe each phase, proposed activities, and timeline.
3. Include a table of the project timeline, which includes a breakdown of activities throughout each phase by quarter.

Phase 1 – Implementation 7/1/2022 – 8/1/2022. Once grant awards are received by OUSD and approved by the School Board, we can begin the hiring process through OUSD HR for the Mental Health Specialist, recruit interns, initiate a contract with Community Development Finance, as well as extend the OFY Case Manager employment period and renew the Soccer Without Borders contract.

Phase 2 – Targeted services: 7/1/2022 – 6/30/2023 Ongoing Case Management, Mentorship, Financial Literacy classes, Mental Health Specialist services.

Phase 3 – Project wrap up: 7/1/2023 – 12/31/2023. Reporting and evaluation coordinated by Case Manager, OUSD OFY program coordinator/Newcomer Program Manager.

Dates	**Description**
July-August 2022	Once grant awards are received by OUSD and approved by the School Board, we can begin the hiring process through OUSD HR for the Mental Health Specialist, recruit interns, initiate a contract with Community Development Finance, as well as extend the OFY Case Manager employment period and renew the Soccer Without Borders contract.
July 2022-June 2023	Ongoing Case Management, Mentorship, Financial Literacy classes, Mental Health Specialist services. sites (Community School Managers, Principals, Mental Health Service providers).
July- December 2023	Reporting and evaluation coordinated by Case Manager, OUSD OFY program coordinator/Newcomer Program Manager.

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
OFFICE OF EQUITY
IMMIGRANT INTEGRATION BRANCH

BUDGET NARRATIVE TEMPLATE

ORGANIZATION: Oakland Unified School District

CATEGORY & LINE ITEM DESCRIPTIONS	BUDGET NARRATIVE	FY: 2020 -2021 10/1/2020 - 6/30/2021	FY: 2021 -2022 7/1/2021 - 6/30/22	FY: 2022 -2023 7/1/2022 - 12/31/22	FY:2023-2024 1/01/23-12/31/23	PROJECT TOTALS
Personnel (Salaries & Benefits)						
Program Coordinator (Newcomer Program	0.1 FTE	$2,106.00	$4,212.00	$3,979.00	$3,979.00	$14,276.00
Case Manager (1 FTE)	1 FTE	$50,000.00	$104,004.63	$65,000.00	$65,000.00	$284,004.63
Mental Health Specialist	1 FTE	$0.00	$0.00	$61,650.00	$61,650.00	$123,300.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
Subtotal Personnel (Salaries & Benefits)		**$52,106.00**	**$108,216.63**	**$130,629.00**	**$130,629.00**	**$421,580.63**
Program Expenses						
Language Access Services						$0.00
Staff Mental Health and Wellness						$0.00
Activities for Mental Health and Wellness						$0.00
Youth Stipends						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
Subtotal Program Expenses		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Subcontractors						
Immigrant Family Defense Fund	Program Navigation	$35,232.37	$112,500.00	$0.00	$0.00	$147,732.37
Soccer Without Borders	Mentoring	$57,500.00	$112,500.00	$81,250.00	$81,250.00	$332,500.00
Community Development Finance	Financial Literacy Classes	$0.00	$0.00	$79,581.00	$79,581.00	$159,162.00
Subtotal Subcontractors		**$92,732.37**	**$225,000.00**	**$160,831.00**	**$160,831.00**	**$639,394.37**
Operating Expenses						
Travel for training convenings/Evaluation/ TA	Travel			$500.00	$500.00	$1,000.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
Subtotal Operating Expenses		**$0.00**	**$0.00**	**$500.00**	**$500.00**	**$1,000.00**
Subtotal Direct Expenses		**$144,838.37**	**$333,216.63**	**$291,960.00**	**$291,960.00**	**$1,061,975.00**
Indirect Expenses						
Indirect 5.56% (20-21) 4.22 (21-22), 2.68% (22-23)		$8,053.00	$13,892.00	$8,040.00	$8,040.00	$38,025.00
Subtotal Indirect Expenses		**$8,053.00**	**$13,892.00**	**$8,040.00**	**$8,040.00**	**$38,025.00**
GRAND TOTALS		**$152,891.37**	**$347,108.63**	**$300,000.00**	**$300,000.00**	**$1,100,000.00**

File ID Number	20-2327
Introduction Date	12/9/20
Enactment Number	20-1783
Enactment Date	12/9/20 er
By	

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

December 9, 2020

To: Board of Education

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

Subject: Standard Grant Agreement - California Department of Social Services, Immigrant Integration Branch - , Federal Fiscal Year 2020-21 - #OFY2020-OUSD

ACTION REQUESTED:

Approval by the Board of Education of Standard Grant Agreement from the California Department of Social Services, in the amount of $500,000.00, for the Standard Agreement under the Immigrant Integration Branch for the Federal Fiscal Year (FFY) 2020-21, to provide post-placement support services to Unaccompanied Alien Children (youth) and sponsors, socio-emotional support, mentoring and case management for unaccompanied minor students in OUSD, for the period of October 15, 2020 through December 31, 2022, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant Agreement for OUSD schools for the 2020-2021 fiscal year was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
20-2327	Yes	Grant	Oakland Unified School District, English Language Learner and Multilingual Achievement (ELLMA) Dept. and Secondary Newcomers Program Sites	To provide post-placement support services to Unaccompanied Alien Children (youth) and sponsors. Socio-emotional Support, mentoring and case management for unaccompanied minor students in OUSD.	October 15, 2020 - December 31, 2022	State of California - Health and Human Services Agency	$500,000.00

DISCUSSION:

The District created a Grant Face sheet process to:

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

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

FISCAL IMPACT:

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

- Grants valued at: $500,000.00

RECOMMENDATION:

Approval by the Board of Education of a Grant Agreement for ELLMA Department and Secondary Newcomer Program Sites for fiscal year 2020-2021, pursuant to the terms and conditions thereof, for the grant year, if any.

ATTACHMENTS:

Grant Face Sheet
Standard Agreement
- Exhibit A: Scope of Work
- Exhibit B: Budget Detail and Payment Provision
- Exhibit B-1: Project Budget
- Exhibit C: General Terms and Conditions
- Exhibit C-1: Grantee Certification Clauses
- Exhibit D: Special Terms and Conditions
- Exhibit E: Additional Provisions
- Exhibit E-1: IT & Non-IT Confidentiality & Informtion and Security Requirements
- Exhibit F: Assurance Form

OUSD Grants Management Face Sheet

Title of Grant: Opportunities for Youth (OFY) Grant Agreement #OFY2020-OUSD	**Funding Cycle Dates:** Grant Term: October 15, 2020 - December 31, 2022 Service Term: January 1, 2021 - June 30, 2022
Grant's Fiscal Agent: **(contact's name, address, phone number, email address)** Eliana Kaimowitz, Chief Immigrant Integration Branch California Department of Social Services 744 P Street, M.S. 9-6-33 Sacramento, CA 95814 (916) 653-6070	**Grant Amount for Full Funding Cycle:** $500,000.00
Funding Agency: State of California - Health and Human Services Agency California Department of Social Services Immigrant Integration Branch 744 P Street, MS 9-6-33 Sacramento, CA 95814	**Grant Focus:** To provide post-placement support services to Unaccompanied Alien Children (youth) and sponsors. Socio-emotional Support, mentoring and case management for unaccompanied minor students in OUSD.
List all School(s) or Department(s) to be Served: English Language Learner and Multilingual Achievement (ELLMA) Dept., Secondary Newcomers Program Sites	

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 promote security, stability and opportunities for Unaccompanied Minor youth in OUSD in by fostering resilience among their guardians and increasing the socio-emotional competence of the youth. OUSD students will receive case management, participate in mentorship and after-school programs that promote well-being and health, and receive referrals to services that support their integration into life in the US/Oakland. This support will promote student attendance, participation, graduation and mental health.
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.)**	We have a flag for unaccompanied minor students and a tracking system in place to measure and track attendance, ELPAC scores, grades, retention, and other test scores.
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.)**	Nathaniel Dunstan, Program Manager Oakland Unified School District 746 Grand Avenue, Oakland, CA 94610 510-273-1661 Nathaniel.Dunstan@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Tom Felix	Tom Felix	10/28/20
Chief Academic Officer	Sondra Aguilera	Sondra Aguilera	11/12/2020

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
OFY2020-OUSD

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: Upon signed by both parties

Start Date	Through End Date
October 15, 2020	December 31, 2022

3. The maximum amount of this Agreement is: $500,000.00

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	5
Exhibit A-1		
Exhibit A-2		
Exhibit A-3		
Exhibit A-4		
Exhibit B	Budget Detail and Payment Provision	3
Exhibit B-1	Project Budget	1
Exhibit B-2		
Exhibit B-3		
Exhibit B-4		
Exhibit C	General Terms and Conditions	5
Exhibit C-1	Grantee Certification Clauses	5
Exhibit C-2		
Exhibit D	Special Terms and Conditions	3
Exhibit D-1		
Exhibit D-2		
Exhibit E	Additional Provisions	1
Exhibit E-1	IT & Non-IT Confidentiality & Information and Security Requirements	6
Exhibit E-2		

Exhibits	Title	Pages
Exhibit F	Assurance Form	1
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	City State Zip
1000 Broadway, Ste. 300	Oakland, CA 94607
Printed Name Of Person Signing Dr. Kyla Johnson-Trammell	Title Superintendent
Grantee Authorized Signature	Date Signed October 28, 2020

STATE OF CALIFORNIA

Agency Name
California Department of Social Services

Agency Business Address	City State Zip
744 P Street	Sacramento,CA 95814
Printed Name Of Person Signing Marcela Ruiz	Title Director, Office of Equity
Agency Authorized Signature	Date Signed

Exemption *(If applicable)*

Approved as to form by OUSD Staff Attorney Joanna Powell on 10/19/2020.

Joanna J. Powell

Jody London, President Board of Education 12/10/20

EXHIBIT A
(Grant Agreement)

SCOPE OF WORK

A. PURPOSE

The Budget Act of 2019 (Assembly Bill 74) appropriated funding to the California Department of Social Services (CDSS) for the purpose of awarding grants to non-profit organizations and school districts to provide post-placement services to Unaccompanied Alien Children (youth) as defined in Section 279(g)(2) of Title 6 of the United States Code and under the care of a sponsor residing in the State of California, as set forth in this Grant Agreement (Agreement). Pursuant to its authority, the CDSS enters into this Agreement with Oakland Unified School District (Grantee) for the sole purpose to provide post-placement services to youth and sponsors. This project shall be known as Opportunities for Youth (OFY).

The funds provided for services pursuant to this Agreement shall be for the sole purpose of providing post-placement support services to youth and sponsors as approved by CDSS in the Grantee's work plan. Services shall include, but not be limited to:

1. Case management;

2. Program navigation;

3. Youth mentoring/coaching;

4. Coordination and collaboration with the OFY project evaluation and technical assistance provider and the family support workshop provider; and

5. Participation in OFY project evaluation and technical assistance activities, including but not limited to data collection, consultative sessions, and participation in learning collaboratives.

B. TERMS AND CONDITIONS

By signing this Agreement, Grantee agrees to provide to the CDSS services as described in this Agreement that includes the Grantee's approved work plan:

1. <u>Term</u>

a. The term of this Agreement shall be:
   I. Grant term from October 15, 2020 through December 31, 2022.
   II. Service term from January 1, 2021 through June 30, 2022.

EXHIBIT A
(Grant Agreement)

2. Grantee Qualifications

Grantee, by signing this Agreement, certifies that the Grantee meets the following requirements:

a. Meets the requirements set forth in Section 170(c)(1), 501(c)(3) or 501(c)(5) of the Internal Revenue Code.

b. Has a minimum of (5) years of experience providing immigration legal services or other support services to youth and their sponsors.

c. Has collaborative partnerships with service organizations, governmental agencies, and school districts that provide collocated services including workforce readiness and safety net services.

3. Grantee Final Work Plan and Budget

a. Grantee shall prepare and submit to the CDSS a Final Work Plan, upon final execution of this Agreement, which shall identify how Grantee will provide the services in Exhibit A of this Agreement and shall include all of the following:

1) Narrative description of case management, program navigation, and youth mentoring and coaching services;
2) Narrative description of the plan to collaborate with the OFY project evaluator and technical assistance provider;
3) Narrative description of the plan to collaborate with the OFY family support workshop provider;
4) Service delivery model for providing case management, program navigation, and youth mentoring;
5) Budget Plan, including a budget for personnel and the pertinent staffing level for each service component;
6) Supervision for the project;
7) Implementation plan, including the dates each activity shall be completed; and
8) Reporting process.

b. Grantee may modify the Final Work Plan only with prior written consent from the CDSS. Said changes to the Final Work Plan shall not require an amendment to the Agreement.

4. Grantee Responsibilities

a. At all times during the term of this Agreement, Grantee shall maintain the qualifications required to provide the services for which the Grantee receives funding. The Grantee shall immediately report to the CDSS any loss of qualifications required to provide services under this Agreement.

b. Grantee shall keep records of any and all services performed for a period not less than three (3) years following the expiration date of this Agreement.

c. Grantee shall reimburse the CDSS any funds advanced by CDSS to the Grantee for services that are not provided within 180 days of the advance.

5. Subgrantees

a. Grantee may subgrant with an individual or non-profit organization to perform part or all of the services described in Exhibit A of this Agreement, only upon advance written approval from CDSS.

b. Grantee shall provide to CDSS a signed agreement between Grantee and each subgrantee within 30 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. Grantee shall be responsible 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. Grantee is responsible for verifying 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. Grantee may not substitute any subgrantee without advance written consent of the CDSS.

6. CDSS Responsibilities

The CDSS shall:

a. Monitor and evaluate Grantee’s reports on performance, expenditures and service deliverables to assess satisfactory performance and compliance with contract requirements. The determination of inadequate performance and noncompliance will be made at the sole discretion of the CDSS. In the event the CDSS determines that Grantee has not satisfactorily performed services or is not in compliance with the Agreement, the CDSS will give Grantee notice within 60 days of its determination. Grantee will have the opportunity to submit a written response to provide resolution within 30 days after the notification from the CDSS. In the event the Grantee is unable to provide a resolution, the CDSS reserves the right to withhold invoice payments, terminate the Agreement, or exercise other remedies. The CDSS also reserves the right to withhold payments in the event Grantee fails to submit required reports in a timely manner.

b. Review data, materials, publications and curricula used by Grantee and all fiscal records related to the program. Contract monitoring shall be accomplished in a manner, location and time at the sole discretion of the CDSS.

c. Provide the Grantee with instruction and submission of reports.

d. Review all invoices submitted by Grantee and approve for payment in a timely manner.

7. Reporting

a. Grantee shall complete electronic reports on deliverables and provide requested data.

b. Grantee shall submit electronic reports on deliverables and requested data to CDSS by the due dates, which will be specified by the CDSS a minimum of 30 days before the due date.

c. The Report Form shall be submitted to:

California Department of Social Services
Immigrant Integration Branch
744 P Street, MS 9-6-33
Sacramento, CA 95814
ImmigrationServices@dss.ca.gov

8. Exclusions and Limitations

a. Grantee shall be prohibited from:

1) Charging a client or any other individual or entity for any services provided pursuant to this Agreement;
2) Accepting any compensation including pre-payment or co-payments from a client for any services provided to a client pursuant to this Agreement; and
3) Charging any membership fees to access services pursuant to this agreement.

9. Agreement Representatives

The Agreement Representatives for the parties in this Agreement are:

CDSS	**Grantee**
Eliana Kaimowitz	Nathaniel Dunstan
Chief	Program Manager
Immigrant Integration Branch	Oakland Unified School District
744 P Street, M.S. 9-6-33	1000 Broadway Suite 300
Sacramento, CA 95814	Oakland, CA 94607
(916) 653-6070	(510) 273-1661
Eliana.Kaimowitz@dss.ca.gov	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 five (5) 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 October 15, 2020 through December 31, 2022. All services must be completed by June 30, 2022.

2. The maximum amount payable under this Agreement shall not exceed $500,000.00. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s), subject to continued funding:

   2020/21 $500,000.00

3. Grantee may submit a written request for advancement of funds of up to 40 percent of the total awarded amount within 30 calendar days from the execution date of this Agreement.

4. 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.

5. 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.

6. Invoices shall include the Agreement Number OFY2020-OUSD 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.

7. Invoice payment will be conditioned upon the timely receipt by the CDSS of the OFY 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.

8. 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.

EXHIBIT B
(Grant Agreement)

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.

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 this 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

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

EXHIBIT B
(Grant Agreement)

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.

BUDGET NARRATIVE TEMPLATE

ORGANIZATION: Oakland Unified School District

CATEGORY & LINE ITEM DESCRIPTIONS	BUDGET NARRATIVE	FY: 2020 -2021 10/1/2020 - 6/30/2021	FY: 2021 -2022 7/1/2021 - 6/30/22	FY: 2022 -2023 7/1/2022 - 12/31/2022	PROJECT TOTALS
Personnel (Salaries & Benefits)					
Case Manager	1 FTE	$ 50,000	$ 100,000	$ -	$ 150,000
Program Coordinator (Newcomer Program Manager)	0.1 FTE	$ 2,106	$ 4,212	$ 2,119	$ 8,424
0					
0					
0					
0					
0					
0					
0					
0					
0					
0					
0					
Subtotal Personnel (Salaries & Benefits)		**$ 52,106**	**$ 104,212**	**$ 2,119**	**$ 158,424**
Program Expenses					
0					$ -
0					$ -
0					$ -
0					$ -
0					$ -
0					$ -
0					$ -
0					$ -
Subtotal Program Expenses		**$ -**	**$ -**	**$ -**	**$ -**
Subcontractors					
Immigrant Family Defense Fund	1.5 FTE Program Navigators	$ 57,500	$ 112,500	$ -	$ 170,000
Soccer Without Borders	2 FTE Coaches	$ 57,500	$ 112,500	$ -	$ 170,000
0					$ -
Subtotal Subcontractors (excluded from Indirect rate)		**$ 115,000**	**$ 225,000**	**$ -**	**$ 340,000**
Operating Expenses					
0					$ -
0					$ -
0					$ -
0					$ -
0					$ -
0					$ -
0					$ -
Subtotal Operating Expenses		**$ -**	**$ -**	**$ -**	**$ -**
Subtotal Direct Cost		**$ 167,106.00**	**$ 329,212.00**	**$ 2,119.00**	**$ 498,437.00**
Indirect Expenses [Direct Cost - Subcontractors' Cost]*10% =	$ 5,211	**$ 521.00**	**$ 521.00**	**$ 521.00**	**$ 1,563.00**
GRAND TOTALS		**$ 167,627.00**	**$ 329,733.00**	**$ 2,640.00**	**$ 500,000.00**

*Indirect Expenses are 10% or 25% of Subtotal Direct Costs, excluding subcontractor expenses

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Grantee agrees that the awarding Department, the State, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or end of the grant term, whichever is later, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrant related to performance of this Agreement. (Gov. Code § 8546.7, Pub. Contract Code § 10115 et seq., Cal. Code Regs., tit. 2, § 1896.)

5. INDEMNIFICATION: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all grantees, subgrantees, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

6. DISPUTES: Grantee shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such

termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Grantee under this Agreement and the balance, if any, shall be paid to the Grantee upon demand.

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

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

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

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

11. CERTIFICATION CLAUSES: Grantee shall complete the GRANTEE CERTIFICATION CLAUSES contained in Exhibit C – Attachment 1 of this Agreement.

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

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

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

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

    a. The Government Code chapter on antitrust claims contains the following definitions:

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

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. (Gov. Code § 4550.)

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

    c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this

chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (Gov. Code § 4553.)

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (Gov. Code § 4554.)

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**:**

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

b. If for this Agreement Grantee made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Grantee received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Grantee; (4) that all payments under the Grant have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vet. Code § 999.5(d); Gov. Code § 14841.)

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

EXHIBIT C – ATTACHMENT 1

GRANTEE CERTIFICATION CLAUSES

CERTIFICATION

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

Grantee Name (Printed)	*Federal ID Number*
Oakland Unified School District	94-6000385
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Dr. Kyla Johnson-Trammell, Superintendent	
Date Executed	*Executed in the County of*
October 28, 2020	Alameda

GRANTEE CERTIFICATION CLAUSES

Approved as to form by OUSD Staff Attorney Joanna Powell on 10/19/2020.

1. STATEMENT OF COMPLIANCE: Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code § 12990 (a-f) and Cal. Code Regs., tit. 2, § 11102.) (Not applicable to public entities.)

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

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
   b. Establish a Drug-Free Awareness Program to inform employees about:

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

   a. All contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract,

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

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

7. DOMESTIC PARTNERS: For agreements of $100,000 or more, Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For agreements of $100,000 or more, Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

   b. "Doing business" is defined in Revenue and Taxation Code section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the State not be subject to the franchise tax.

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

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

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

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

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. 9-6-33
   Sacramento, CA 95814
   Attention: Bureau Chief, Refugee Programs Bureau

   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 activities nor proposed for debarment, declared ineligible, or voluntarily excluded from

EXHIBIT D
(Standard Agreement)

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.

EXHIBIT E
(Grant Agreement)

ADDITIONAL PROVISIONS

A. Insurance Requirements

1. Compliance with Insurance Requirements – The Grantee agrees that the insurance herein required to be provided shall be in effect at all times during the term of this Agreement. In the event that any policy of said insurance coverage is going to expire at any time during the term of the Agreement, the Grantee agrees to provide notice of pending expiration to CDSS at least 30 calendar days before said expiration date. Grantee shall provide to CDSS a new certificate of insurance for the expiring insurance coverage at least 10 days prior to the date of expiration of the insurance. Any new insurance must still comply with the original terms required by this Agreement and must be for a period not less than one year.

2. Proof of Insurance – The Grantee will submit proof of liability insurance for the location where clients receive services. The Grantee agrees that all work and services shall immediately cease during such periods that the required insurance is not in effect, and that any costs incurred for services in violation of this provision will not be reimbursed by CDSS.

3. Certificates of Insurance – Each certificate of insurance must state that the insurer will not cancel the insured's coverage without 30 days prior written notice to CDSS.

4. Commercial General Liability – Grantee shall maintain general liability on an occurrence form 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 grantees, 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.

    a. 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.

    b. This additional insured endorsement, required in 6.a. that is attached to the insurance policy, must be supplied in a form acceptable to the Office of Risk and Insurance Management. In the case of Grantee's utilization of subgrantees to complete the Scope of Work under this Agreement, Grantee shall include all subgrantees as insured under Grantee's insurance or supply evidence of insurance to the CDSS equal to policies, coverage's and limits required of Grantee.

5. 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.

EXHIBIT E
(Grant Agreement)

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 grant. The additional insured endorsement is to be provided with the certificate of insurance.

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

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

B. General Provisions Applying to All Insurance Polices

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.

   a. Any insurance required of the Grantee pursuant to this Agreement shall be the primary source of insurance for protecting the CDSS. This primary insurance coverage shall not be limited to, nor only apply to losses or damages above a stated amount; nor shall it require the CDSS to contribute to the purchase of insurance coverage required of the Grantee.

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.

EXHIBIT E
(Grant Agreement)

7. Inadequate Insurance – Inadequate or lack of insurance does not negate the grantee's obligations under the grant.

C. Confidentiality Requirements

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

The California Department of Social Services
Confidentiality and Information Security Requirements
Grantee Non-IT Services - v 2019 10

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

I. **Order of Precedence.** With respect to information security and privacy requirements for all CDSS CSP, unless specifically exempted, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between Grantee and CDSS.

II. **Effect on lower tier transactions.** The terms of this Exhibit shall apply to all lower tier transactions (e.g. agreements, sub-agreements, contracts, subcontracts, and sub-awards, etc.). Grantee shall incorporate the contents of this Exhibit into each lower tier transaction.

III. **Confidentiality of Information.**

a. **DEFINITIONS**. The following definitions apply to this Exhibit and relate to CDSS Confidential, Sensitive and/or Personal Information.

i. "Confidential Information" is information maintained by the CDSS that is exempt from disclosure under the provisions of the California Public Records Act (Government Codes Sections 6250 et seq.) or has restrictions on disclosure in accordance with other applicable state or federal laws.

ii. "Sensitive Information" is information maintained by the CDSS, which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information is information in which the disclosure would jeopardize the integrity of the CDSS (i.e., CDSS' fiscal resources and operations).

iii. "Personal Information" is information, in any medium (paper, electronic, or oral) that identifies or describes an individual (i.e., name, social security number, driver's license, home/mailing address, telephone number, financial matters with security codes, medical insurance policy number, Protected Health Information (PHI), etc.) and must be protected from inappropriate access, use or disclosure and must be made accessible to information subjects upon request. It can also be information in the possession of the Department in which the disclosure is limited by law or contractual Agreement (i.e., proprietary information, etc.).

iv. "Breach" is

1. the unauthorized acquisition, access, use, or disclosure of CDSS CSP in a manner which compromises the security, confidentiality or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

v. “Information Security Incident” is

1. unauthorized access or disclosure, modification or destruction of, or interference with, CDSS CSP that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of any state or federal law or in a manner not permitted under the Agreement between Grantee and CDSS, including this Exhibit.

b. CDSS CSP which may become available to Grantee as a result of the implementation of the Agreement shall be protected by Grantee from unauthorized access, use, and disclosure as described in this Exhibit.

c. Grantee is notified that unauthorized disclosure of CDSS CSP may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:

- California Welfare and Institutions Code section 10850
- Information Practices Act - California Civil Code section 1798 et seq.
- Public Records Act - California Government Code section 6250 et seq.
- California Penal Code Section 502, 11140-11144, 13301-13303
- Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) - 45 CFR Parts 160 and 164
- Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50
- Unemployment Insurance Code section 14013

d. **EXCLUSIONS.** “Confidential Information”, “Sensitive Information”, and “Personal Information” (CDSS CSP) does not include information that

i. is or becomes generally known or available to the public other than because of a breach by Grantee of these confidentiality provisions;

ii. already known to Grantee before receipt from CDSS without an obligation of confidentiality owed to CDSS;

iii. provided to Grantee from a third party except where Grantee knows, or reasonably should know, that the disclosure constitutes a breach of confidentiality or a wrongful or tortious act; or

iv. independently developed by Grantee without reference to the CDSS CSP.

IV. Grantee Responsibilities.

a. Grantee shall instruct all employees, agents, and subcontractors with access to the CDSS CSP regarding:

i. The confidential nature of the information;

ii. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, Penal Code Section 502 and other state and federal laws;

iii. CDSS procedures for reporting actual or suspected information security incidents in Paragraph V - Information Security Incidents and/or Breaches; and

iv. That unauthorized access, use, or disclosure of CDSS CSP is grounds for immediate termination of this Agreement with CDSS, and Grantee and may be subject to penalties, both civil and criminal.

b. Use Restrictions. Grantee shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, read, use, or disclose the CDSS CSP other than for the purposes described in the Agreement and to meet its obligations under the Agreement.

c. Disclosure of CDSS CSP. Grantee shall not disclose any individually identifiable CDSS CSP to any person other than for the purposes described in the Agreement and to meet its obligations under the Agreement.

d. Subpoena. If Grantee receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CDSS CSP, Grantee will immediately notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer. In no event should notification to CDSS occur more than three (3) business days after receipt by Grantee's responsible unit for handling subpoenas and court orders.

e. Confidentiality Safeguards. Grantee shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the CDSS CSP that it creates, receives, maintains, uses, or transmits pursuant to the Agreement. Grantee shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Grantee's operations and the nature and scope of its activities.

f. Nothing in this Agreement shall restrict Grantee's use of:

i. Information obtained by Grantee from public records or other sources generally available to the public, including but not limited to, academic publications and data extracts.

ii. Grantee's pre-existing data, reports or similar information.

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

V. Information Security Incidents and/or Breaches of CDSS CSP

a. **CDSS CSP Information Security Incidents and/or Breaches Response Responsibility**. The Grantee shall be responsible for facilitating the Information Security Incident and/or Breach response process as described in California Civil Code 1798.82(f), and State Administrative Manual (SAM) Section 5340, Information Security Incident Management, including, but not limited to, taking:

   i. Prompt corrective action to mitigate the risks or damages involved with the Information Security Incident and/or Breach and to protect the operating environment; and

   ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

b. **Discovery and Notification of Information Security Incidents and/or Breaches of CDSS CSP**. Grantee shall notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer of an Information Security Incident and/or Breach as expeditiously as practicable and without unreasonable delay, taking into account the time necessary to allow Grantee to determine the scope of the Information Security Incident and/or Breach, but no later than three (3) calendar days after the discovery of an Information Security Incident and/or Breach. Notification is to be made by telephone call and email.

c. **Investigation of Information Security Incidents and/or Breaches**. Grantee shall promptly investigate Information Security Incidents and/or Breaches of CDSS CSP. CDSS shall have the right to participate in the investigation of such Information Security Incidents and/or Breaches. CDSS shall also have the right to conduct its own independent investigation, and Grantee shall cooperate fully in such investigations. Grantee is not required to disclose their un-redacted confidential, proprietary, or privileged information. Grantee will keep CDSS fully informed of the results of any such investigation.

d. **Updates on Investigation**. Grantee shall provide regular (at least once a week) email updates on the progress of the Information Security Incident and/or Breach investigation of CDSS CSP to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer until the updates are no longer needed, as mutually agreed upon between Grantee and the CDSS Information Security and Privacy Officer. Grantee is not required to disclose their un-redacted confidential, proprietary, or privileged information.

e. **Written Report**. Grantee shall provide a written report of the investigation to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer within thirty (30) business days of the discovery of the Information Security Incident and/or Breach of CDSS CSP. Grantee is not required to disclose their un-redacted confidential, proprietary, or privileged information. The report shall include, but not be limited to, if known, the following:

   i. Grantee point of contact information;

   ii. A description of what happened, including the date of the Information Security Incident and/or Breach of CDSS CSP and the date of the discovery of the Information Security Incident and/or Breach, if known;

iii. A description of the types of CDSS CSP that were involved and the extent of the information involved in the Information Security Incident and/or Breach;

iv. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CDSS CSP;

v. A description of where the CDSS CSP is believed to have been improperly transmitted, sent, or utilized;

vi. A description of the probable causes of the improper use or disclosure;

vii. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and

viii. A full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Information Security Incident and/or Breach of CDSS CSP.

f. Cost of Investigation and Remediation. Per SAM Section 5305.8, Grantee shall be responsible for all direct and reasonable costs incurred by CDSS due to Information Security Incidents and/or Breaches of CDSS CSP resulting from Grantee's failure to perform or from negligent acts of its personnel, and resulting in the unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. These costs include, but are not limited to, notice and credit monitoring for twelve (12) months for impacted individuals, CDSS staff time, material costs, postage, media announcements, and other identifiable costs associated with the Information Security Incident, Breach and/or loss of data.

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

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

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

EXHIBIT F
Opportunities for Youth Project
Assurance Form

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

- Our Opportunities for Youth (OFY) project will include collaborative efforts, and the Grantee will maintain records of collaboration with community based organizations, local governmental agencies, and immigration legal service providers. The records will be available for review and/or audit by CDSS.

- Our organization will participate in all learning collaboratives and consultative sessions with the Evaluation and Technical Assistance provider.

- Our organization will collaborate with the Evaluation and Technical Assistance provider to collect and report data to inform the evaluation of the OFY project.

- Our organization will collaborate with the Family Support Workshop provider and assist in coordinating these activities.

- Our OFY project coordinator will maintain complete documentation of program activities and expenditures. The records will be available for review and/or audit by CDSS.

- Our OFY project coordinator will be required to verify that each youth participating in OFY funded activities meets eligibility requirements. We will maintain an affidavit, signed by the designated OFY project coordinator, certifying that the youth is eligible to participate in OFY project activities.

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

Dr. Kyla Johnson-Trammell	Superintendent
Printed Name of Authorized Representative or Designee	Title
Kyla Johnson-Trammell	October 28, 2020
Signature of Authorized Representative or Designee	Date

Oakland Unified School District
Organization

Approved as to form by OUSD Staff Attorney Joanna Powell on 10/19/2020.

Joanna J. Powell