

File ID Number	20-0463
Introduction Date	4/7/20
Enactment Number	20-0485
Enactment Date	4/7/2020
By	lf



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

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

April 7, 2020

To: Board of Education

From: Kyla Johnson-Trammel, Superintendent  
Nicole Knight, Executive Director (ELLMA)

Subject: Amendment No. 1 - Standard Agreement - California Department of Social Services - California Newcomer Education and Well-Being Services (CalNEW) - Refugee Programs Bureau

**ACTION REQUESTED:**

Approval by the Board of Education of Amendment No. 1 to the Standard Agreement from the California Department of Social Services, Refugee Programs Bureau, to support the newcomer refugee and unaccompanied minor students in OUSD, for the period of August 16, 2018 through June 13, 2021, in the amount of \$1,835,520.00 (i.e., \$611,840 per year), pursuant to the terms and conditions thereof, if any.

**BACKGROUND:**

Standard Agreement (Grant Agreement) for OUSD schools for the 2017-2018, 2018-2019, and 2019-2020 fiscal years was previously approved. The California Department of Social Services has issued an amendment extending through June 13, 2021, the authorization of the District to use grant funds. The standard agreement amendment and original board approved grant paperwork (File ID 18-048) are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
20-0463	Yes	Grant	English Language Learner & Multilingual Achievement (ELLMA) Office	Services to support academic success and well-being of newcomer refugee, asylee, and unaccompanied youth aged 14 and older.	August 16, 2018 through June 13, 2021	California Department of Social Services, Refugee Programs Bureau	\$1,835,520.00

**DISCUSSION:**

The District created a Grant Face sheet process to:

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

OUSD received a Grant Face Sheet and a completed amendment packet.

**FISCAL IMPACT:**

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

- Grants valued at: \$1,835,520.00

**RECOMMENDATION:**

Approval by the Board of Education of Amendment No. 1 to the Standard Agreement from the California Department of Social Services, Refugee Programs Bureau, for fiscal years 2017-2021 in the amount of \$1,835,520.00, pursuant to the terms and conditions thereof, if any.

**ATTACHMENTS:**

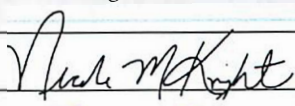
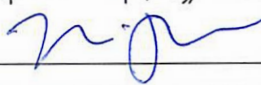
Grant Face Sheet  
Standard Agreement - Amendment

OUSD Grants Management Face Sheet

<b>Title of Grant:</b> CalNEW (California Newcomer Education and Well-Being)	<b>Funding Cycle Dates:</b> August 16, 2018-June 13, 2021
<b>Grant's Fiscal Agent:</b> Oakland Unified School District	<b>Grant Amount for Full Funding Cycle:</b> \$1,835,520
<b>Funding Agency:</b> California Department of Social Services, Refugee Programs Bureau	<b>Grant Focus:</b> Support newcomer refugee and unaccompanied minor students in OUSD
<b>List all School(s) or Department(s) to be Served:</b> ELI.MA, Secondary Newcomer 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 assist refugee/asylee as well as anticipated asylee students (primarily Unaccompanied Immigrant Youth) aged 14 and older in being college and career ready, through addressing academic needs related to language development as well as addressing other barriers to success and engagement in school. This aligns with the overall OUSD objective of ensuring college and career readiness for all students.
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 5.94% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	We have a flag for refugee and 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 5.94% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No.
Will the proposed program take students out of the classroom for any portion of the school day?  (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No.
Who is the contact managing and assuring grant compliance?  (Include contact's name, address, phone number, email address.)	Tom Felix & Nate Dunstan <a href="mailto:tom.felix@ousd.org">tom.felix@ousd.org</a> , <a href="mailto:nathanjel.dunstan@ousd.org">nathanjel.dunstan@ousd.org</a> (510) 878-6873, (510) 273-1661

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Executive Director	Nicole Knight		02/21/2020
Department Head			3/4/2020

(e.g. for school day programs or for extended day and student support activities)

**Grant Office Obtained Approval Signatures:**

Entity	Name	Signature	Date
Fiscal Officer			
Superintendent	Kyla Johnson-Trammel		

**OAKLAND UNIFIED SCHOOL DISTRICT**

Office of the General Counsel

**APPROVED FOR FORM & SUBSTANCE**

By: 

**Joanna L. Powell, Attorney at Law**

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 10/2019)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 18 PAGES

AGREEMENT NUMBER

17-1016

AMENDMENT NUMBER

A-1

Purchasing Authority Number

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

STATE AGENCY NAME

California Department of Social Services

CONTRACTOR NAME

Oakland Unified School District

2. The term of this Agreement is:

START DATE

08/16/2018

THROUGH END DATE

06/13/2021

3. The maximum amount of this Agreement after this Amendment is:

\$1,835,520.00 One Million Eight Hundred Thirty Five Thousand Five Hundred Twenty Dollars and 00/100

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. Agreement 17-1016, originally made and entered into on August 16, 2018, is amended on this day of July 1, 2019 in the following particulars and no others.

B. STD 213, Item 2, the term of the Agreement is amended to extend the termination date from June 30, 2020 to June 13, 2021. The amended term of the Agreement shall begin August 16, 2018 and terminate June 13, 2021. The time extension will allow the Contractor to continue CalNEW Services.

C. Exhibit A - Scope of Work, is revised in accordance with amended Assembly Bill (AB) 99, Section 81, to include unaccompanied undocumented minors as an eligible population and remove language referencing the Refugee School Impact Program.

D. Exhibit A - Attachment 1 - Newly Arrived Eligible Children in California, is revised in accordance with amended AB 99, Section 81, to update eligible populations.

E. Exhibit B - Budget Detail and Payment Provisions, is revised to shift funding to FY 17 in accordance with AB 99, Section 81, and update invoicing information.

F. Exhibit E - Attachment 1 - CDSS Confidentiality and Security Attachment, is deleted in its entirety and replaced with the attached Revised Exhibit E - Attachment 1 - CDSS Confidentiality and Information Security Requirements to reflect updated information security language.

*All other terms and conditions shall remain the same.*

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

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Oakland Unified School District

CONTRACTOR BUSINESS ADDRESS

1000 Broadway, Suite 398

CITY

Oakland

STATE

CA

ZIP

94607

PRINTED NAME OF PERSON SIGNING

Kyla Johnson-Trammell

TITLE

Superintendent

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

3/5/2020

Jody London

President, Board of Education

4/8/2020

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 10/2019)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 18 PAGES

AGREEMENT NUMBER

17-1016

AMENDMENT NUMBER

A-1

Purchasing Authority Number

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Social Services

CONTRACTING AGENCY ADDRESS

744 P Street, MS 9-6-747

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Kären Dickerson

TITLE

Deputy Director, Administration Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)




## CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

### CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		Federal ID Number
Proposer/Bidder Firm Name (Printed) <i>Oakland Unified School District</i>		<i>94-6000385</i>
By (Authorized Signature) 		
Printed Name and Title of Person Signing <i>Kyla Johnson-Trammell</i>		
Date Executed <i>3/5/20</i>	Executed in the County and State of <i>Alameda County, California</i>	

**REVISED EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

**A. BACKGROUND AND PURPOSE**

1. Section 81 of Assembly Bill 99 (Chapter 15, Statutes of 2017) authorized ten million dollars from the State General Fund (SGF) over the next three years (\$3,333,333.33 per State Fiscal Year [SFY]) to the California Department of Social Services (CDSS) to award funding to qualified school districts (Contractor) impacted by newcomer students to provide additional services as set forth in the Standard Agreement (Agreement) for refugees and other eligible school-aged newcomer students.

Eligible school-aged newcomer students under this funding include ~~children who arrived in the United States within the last five years, with the following immigration statuses:~~ (1) refugees; (2) asylees; (3) Cuban and Haitian entrants; (4) Certain Amerasians from Vietnam; (5) victims of severe forms of trafficking who receive certification or an eligibility letter from the Office of Refugee Resettlement (ORR) and certain other specified family members of trafficking victims; (6) children classified as Special Immigrant Juveniles receiving services from ORR-funded Unaccompanied Refugee Minor programs; ~~and (7) Iraqi and Afghan children with Special Immigrant Visa status;~~ **and (8) unaccompanied undocumented minors.**

School aged students are defined as students attending kindergarten through the attainment of a high school diploma or California High School Equivalency Certificate (CHSEC).

The California Newcomer Education and Well-Being (CalNEW) project will provide supplemental resources to ~~impacted school districts that have received with a~~ significant numbers of eligible students in: Alameda, Sacramento, San Diego, and San Francisco counties. See **Revised** Exhibit A – Attachment 1, Newly Arrived Eligible Children in California for a breakdown of eligible population arrivals.

2. The ~~purpose~~ **goals** of the CalNEW project ~~is~~ **are** to:
  - a. ~~Provide supplemental educational programs and social services to eligible students who have been in the U.S. five years or less, that will assist in improving academic performance and social adjustment. The CalNEW funds are intended to assist school districts to plan, design, implement, and evaluate supplementary instructional and social adjustment support services.~~ **Strengthen academic performance and facilitate the social adjustment of eligible students.**
  - b. ~~Enhance the quality of the educational and social adjustment services offered to eligible students by establishing and/or expanding collaborative relationships with organizations already providing assistance and/or support.~~ **Expand collaborative relationships between participating school districts and other entities that assist eligible students and their families.**
3. The objectives of the CalNEW project are to serve eligible students and:
  - a. Improve the well-being and mental health of eligible students.

**REVISED EXHIBIT A  
(Standard Agreement)**

- b. Increase the number of eligible students who meet grade level requirements.
- c. Improve the level of English-language proficiency among eligible students.
- d. Improve overall academic performance among eligible students.
- e. Improve school attendance rates.
- f. Increase high school diploma and CHSEC attainment rates among eligible students.
- g. Increase the likelihood that eligible students age 14 and above achieve self-sufficiency.
- h. Increase the participation of students and families in school activities.
- i. Improve coordination between schools and local service provider networks.
- j. Increase/improve collaboration between participating school districts, the newcomer community, service providers, and community based organizations to address gaps in services.

**B. THE PARTIES**

The Contractor agrees and understands that as a condition of funding, the Contractor must provide the services as described in Revised Exhibit A – Scope of Work, Exhibit A – Attachment 3 – Request for Application (RFA), and the services described in Exhibit A – Attachment 4 – Contractor's Application, and must comply with the Terms and Conditions of this funding. If the Contractor's Application and the CDSS' Scope of Work or the Terms and Conditions are in conflict, the CDSS' Scope of Work or Terms and Conditions, as applicable, shall apply.

**C. CONTRACTORS RESPONSIBILITIES**

The Contractor shall:

- 1. Undertake, carry out, and complete, in a competent manner, all of the work and services set forth in this Scope of Work and the Contractor's approved Application, Exhibit A – Attachment 4 for funding.
- 2. Use the funds from CalNEW to provide allowable supplementary educational activities and support services to eligible students.
- 3. Verify that each student participating in CalNEW funded activities meet eligibility requirements and maintain an affidavit, signed by the Contractor's agent, with the authority to sign on the Contractor's behalf, certifying that the student is eligible to participate in CalNEW activities.
- 4. Collaborate and provide evidence of collaboration as instructed by the CDSS with the County Refugee Coordinator (CRC) and a Resettlement Agency (RA), and at least three service providers. This collaboration must be documented as on-going, and serve as a critical component to the project's design, implementation, and operations.
- 5. Contractor(s) are required to attend the local refugee forum meetings if forum meetings are held in the area.
- 6. Collaborate with Community Based Organizations (CBO) and other service providers to refer eligible students in order to address service gaps.

**REVISED EXHIBIT A  
(Standard Agreement)**

7. Provide the CDSS prompt and unrestricted access to any documentation, files, reports, materials, or data assembled/developed by Contractor for CalNEW, and maintain the following:
  - a. Individual student files that include, but are not limited to, the following performance measures and documentation:
    - (1) Grades, standardized testing, and/or pre-post test results that, to the extent possible, measure the impact of CalNEW activities on the eligible student;
    - (2) School/CalNEW project attendance records; and
    - (3) Acceptable documentation of participants' eligibility for CalNEW services.
  - b. Complete records of project activities and expenditures of CalNEW that include, but are not limited to, the following performance measures:
    - (1) Number of eligible students served by CalNew activities;
    - (2) Number of eligible students projected to complete/completed grade level or graduation requirements such as high school graduation requirements, or CHSEC;
    - (3) School/CalNEW project activity attendance records;
    - (4) Documentation of the provision of services;
    - (5) Evidence of collaboration with CRCs, RAs, and service providers; and
    - (6) Evidence of collaboration with CBOs and other service providers in order to address service gaps.
- ~~8. Expend CalNEW funds only for those activities that are allowed under the funding award, including but not limited to (unless prior written approval from the CDSS has been obtained by the Contractor) the following:~~
  - ~~a. Supplemental English language development (ELD) instruction;~~
  - ~~b. Use of curricula that supplements and encourages optimum learning, development of necessary skills, and acquisition of a high school diploma or CHSEC;~~
  - ~~c. After school tutoring programs focused on helping eligible students understand and complete assignments;~~
  - ~~d. After school and summer programs that support remedial work or promote school readiness;~~
  - ~~e. Programs that provide vocational training, financial and computer literacy;~~
  - ~~f. Orientation to eligible students and their families on the education system and school requirements, such as student attendance and performance;~~
  - ~~g. Involvement of trained teachers/staff/administrators that are knowledgeable about eligible students' culture and language;~~
  - ~~h. Parental involvement programs;~~
  - ~~i. Mentoring programs;~~
  - ~~j. Interpreter services for parent/teacher meetings and conferences;~~
  - ~~k. Services of bilingual and bicultural counselors and aides;~~
  - ~~l. Staff training on eligible students' cultures and use of special teaching materials;~~
  - ~~m. Utilization of modern technology deemed to improve English language acquisition and other school related skills;~~
  - ~~n. Utilization of educational materials to assist eligible students to learn;~~



**REVISED EXHIBIT A  
(Standard Agreement)**

- ~~e. Referral of eligible students to providers that address service gaps;~~  
~~p. Evaluation of the effectiveness/outcomes of the services provided; and,~~  
~~q. Other activities pre-approved in writing by the CDSS prior to implementation.~~

- 98.** Implement the project and expend the funds as described in the submitted and approved Contractor's Application, Exhibit A – Attachment 4, unless a written request has been requested and permission is approved in writing by the CDSS for any modifications of the implementation of the program, the services, or the expenditure of funds.
- 409.** Submit a request for funding for the SFY 2017-201 funding period by the due date specified and in compliance with Exhibit A – Attachment 3 – Request for Application specifications. Funding is subject to the CDSS receipt of funding and satisfactory progress of the CalNEW project.
- 4410.** Provide CalNEW Semi-Annual Progress Reports in the format and within the time frames specified by the CDSS. Reports must address how the Contractor is meeting the objectives of the CalNEW project and shall include, but not be limited to, qualitative and quantitative data addressing staff, family, and student engagement; the leveraging of community resources; and outcome measurements according to the components in Exhibit A – Attachment 3 – Request for Application.

~~The reporting periods and reporting dates are listed below:~~

<b>Report Periods</b>	<b>Due to CDSS</b>
<del>05/01/2018 – 06/30/2018</del>	<del>07/15/2018</del>
<del>07/01/2018 – 12/31/2018</del>	<del>01/15/2019</del>
<del>01/01/2019 – 06/30/2019</del>	<del>07/15/2019</del>
<del>07/01/2019 – 12/31/2019</del>	<del>01/15/2020</del>
<del>01/01/2020 – 06/30/2020</del>	<del>07/15/2020</del>

**NOTE: Contractor's Semi-Annual Progress Reports are an integral part of the state's ability to meet State CalNEW reporting requirements. Completion of reports is the Contractor's responsibility.**

- 4211.** Submit CalNEW Final Performance Report in the format and within the time frame specified by the CDSS. Reports must address how the Contractor met the objectives of the CalNEW project and shall include, but not be limited to, qualitative and quantitative data addressing staff, family, and student engagement; the leveraging of community resources; and outcome measurements according to the components in Exhibit A – Attachment 3 – Request for Application.
- 4312.** Provide CalNEW Expenditure reports, school district invoices, and supporting documentation on a quarterly basis in the format and within the time frames specified in Exhibit B – Attachment 1.
- 4413.** Meet with CDSS staff as necessary regarding the operation of the CalNEW project.

**REVISED EXHIBIT A  
(Standard Agreement)**

- ~~45~~**14.** Reimburse the CDSS for any disallowed costs as determined by a state and/or federal audit or review.
- ~~46~~**15.** Participate and present at conferences and workshops, at the request of the CDSS, in order to:
- a. Disseminate and share CalNEW project activities, program knowledge and best practices; and,
  - b. Network and exchange information with other organizations regarding the CalNEW project.

**D. ALLOWABLE ACTIVITIES**

Allowable activities include educational services and activities that will be provided to improve the linguistic and academic performance of eligible students, as well as attend to the socio-emotional and mental health needs that may affect the educational performance of these students. foster community partnerships, family engagement, pathways to employment, civic engagement, consumer education, and academic enrichment. The CalNEW funds may not be used to supplant educational instruction and services mandated under federal and state laws. Services and activities may include, but are not limited to:

1. Supplemental English Language Development ~~ELD~~ instruction.
2. Use of curricula that supplements and encourages optimum learning, development of necessary skills, and acquisition of a high school diploma or CHSEC.
3. After-school tutoring programs focused on helping eligible students understand and complete assignments.
4. After-school and summer programs that support remedial work or promote school readiness.
5. Programs that provide vocational training, financial and computer literacy.
6. Orientation to eligible students and their families on the education system and school requirements, such as student attendance and performance.
7. Involvement of trained teachers/staff/administrators that are knowledgeable about eligible students' culture and language.
8. Parental involvement and youth leadership programs.
9. Mentoring programs.
10. Interpreter services for parent/teacher meetings and conferences.
11. Services of bilingual and bicultural counselors and aides.
12. Staff training on eligible students' cultures and use of special teaching materials.

**REVISED EXHIBIT A  
(Standard Agreement)**

13. Utilization of modern technology deemed to improve English-language acquisition and other school related skills.
14. Utilization of educational materials to assist eligible students to learn.
15. Referral of eligible students to providers that address service gaps.
16. Evaluation of the effectiveness/outcomes of the services provided.

**E. ADDITIONAL TERMS AND CONDITIONS**

Contractor shall:

1. Abide by all requirements in Exhibit A – Attachment 3, Request for Application, the approved school district survey, and any other requirements related to the CalNEW project.
2. Expend funds as described in **Revised** Exhibit A – Scope of Work and **Revised** Exhibit B – Budget Detail and Payment Provisions, unless prior written permission is granted by the CDSS.
3. Amendments to the Scope of Work must be initiated in writing by either the CDSS or the Contractor, and must be approved in writing by both parties, before any changes can be implemented.
- ~~4. Expend funds as described in Exhibit A – Scope of Work and Exhibit B – Budget Detail and Payment Provisions unless prior written permission is granted by the CDSS.~~
- ~~54.~~ Submit the CalNEW Semi-Annual Progress Report to the CDSS by the due dates, **which will be specified by the CDSS at a future date.**
- ~~65.~~ Submit the CalNEW Final Performance Report, covering the three-year term, to the CDSS by the due date specified **by the CDSS.**
- ~~76.~~ Maintain student and eligibility records and make available for review by the CDSS at all times.
- ~~87.~~ Maintain and manage records of participating CalNEW students, project activities and expenditures in accordance with all applicable California-state **and federal** privacy laws. At a minimum comply with **Revised** Exhibit E – Attachment 1, CDSS Information Confidentiality and Information Security Requirements.
- ~~98.~~ ~~Contractors are to e~~Comply with the CDSS' **any** written response **from the CDSS to the** Contractor's reports, including requested due dates for any additional information or required reports.
- ~~409.~~ **Return any improper payment or overpayment.** ~~In the event an audit establishes the costs were not allowable, the Contractor shall be responsible for the return of any improper or overpayment.~~

**REVISED EXHIBIT A  
(Standard Agreement)**

- 1110. Include the Purchase** of any electronic devices or computer-related software (i.e., computer devices [computers, laptops, tablets, printers, copiers, etc.], handheld electronic devices [iPod, iPad, Tablets, MP3 players, Android devices, e-readers, etc.], Rosetta Stone or other software programs, etc.) ~~is limited and must be included in the original CalNEW application.~~ **Purchase of these items is limited** and **must be** directly related to project activities.

**F. CDSS RESPONSIBILITIES**

The CDSS shall:

1. Provide program consultation and technical assistance to the Contractor upon request. A CDSS Contract Manager will be assigned to assist the Contractor. The Contract Manager will be the primary contact responsible for consultation and assistance to the project.
2. Monitor and evaluate the Contractor's performance, expenditures, and service levels for compliance with contract requirements. The CDSS may review data, eligibility documentation, materials, publications, curricula used by the project, etc., and all fiscal records related to the project. Contract monitoring shall be accomplished in a manner, location, and time at the sole discretion of the CDSS.
3. Provide the Contractor with reporting forms and/or formats and time frames for submission of reports.
4. Evaluate Contractor's Semi-Annual Progress Report for compliance and provide a written response within 15 days of receipt if the report is determined inconsistent with reporting requirements. Contractors are to comply with the CDSS' written response, including requested due dates for any additional information or required reports.
5. Review all invoices submitted by Contractor for allowable costs and approve for payment as appropriate, as determined in the CDSS' sole discretion, and conditioned on the availability of funds. In the event an audit establishes the costs were not allowable, the Contractor shall be responsible for the return of any improper or overpayment.
6. Retain the right to modify the project and this Scope of Work based on the results of its evaluation and review. The CDSS may use the results of the evaluation and monitoring review in future contract decisions. The evaluation shall include, but is not limited to contract compliance, effectiveness of planning, and program results.

**G. MUTUAL RESPONSIBILITIES**

1. Amendments to the Scope of Work must be initiated in writing by either the CDSS or the Contractor, and must be approved in writing by the CDSS, before any changes can be implemented.
- ~~2. Each party shall give to the other party ten (10) days prior written notice of a change in the Project Representative.~~

**REVISED EXHIBIT A  
(Standard Agreement)**

32. Each party represents and avers that by signing this Agreement, the individual signing has the authority to enter into the Agreement on behalf of the school district Contractor, subcontractor(s) or the CDSS, respectively.
43. **Revised** Exhibit E – Attachment 1 confidentiality and security requirements survive the expiration or termination of the CalNEW project.

**H. PROJECT REPRESENTATIVES**

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

**CDSS**

Migdalia Wade, Policy Manager  
744 P Street, MS 89-96-646  
Sacramento, CA 95814  
(916) 654-1248  
[Migdalia.wade@dss.ca.gov](mailto:Migdalia.wade@dss.ca.gov)

**Oakland Unified School District**

Nate Dunstan, Program Manager  
1000 Broadway, Suite 398  
Oakland, CA 94607  
(510) 273-1661  
[Nathaniel.Dunstan@ousd.org](mailto:Nathaniel.Dunstan@ousd.org)

**The Project Representative may be changed by providing written notice to the other party within five (5) business days of the change. Said change shall not require an amendment to this Agreement.**



**Newly Arrived Eligible Children in California\*  
Ages 5 through 18 (at time of arrival)**

County	2013	2014	2015	2016	2017	Total
Alameda**	65	134	99	123	150	571
Butte	0	12	0	0	0	12
Contra Costa	13	42	37	48	66	206
El Dorado	0	0	0	5	6	11
Fresno	4	0	26	6	6	42
Humboldt	0	0	2	0	0	2
Imperial	1	1	0	0	0	2
Kern	2	0	0	0	1	3
Los Angeles**	192	290	578	643	307	2,010
Madera	0	0	4	0	0	4
Marin	0	0	0	0	3	3
Monterey	0	1	0	0	1	2
Orange**	112	82	119	131	111	555
Placer	4	14	5	18	23	64
Riverside	12	49	22	40	60	183
Sacramento**	206	357	503	960	1,634	3,660
San Bernardino	15	18	1	24	18	76
San Diego**	772	834	721	1,374	792	4,493
San Francisco**	4	8	63	56	1	132
San Joaquin	7	23	27	10	42	109
San Mateo	6	0	1	0	0	7
Santa Barbara	0	0	0	0	1	1
Santa Clara**	56	69	84	108	70	387
Solano	0	0	0	7	2	9
Stanislaus**	60	74	84	203	274	695
Sutter	0	2	6	13	8	29
Tulare	0	0	0	0	0	0
Ventura	1	6	5	11	7	30
Yolo	0	12	3	14	28	57
Yuba	0	1	4	0	0	5
<b>Total</b>	<b>1,532</b>	<b>2,028</b>	<b>2,390</b>	<b>3,794</b>	<b>3,611</b>	<b>13,335</b>

\*Eligible populations include: (1) refugees; (2) asylees; (3) Cuban and Haitian entrants; (4) Certain Amerasians from Vietnam; (5) victims of severe forms of trafficking who receive certification or an eligibility letter from ORR and certain other specified family members of trafficking victims; (6) children classified as Special Immigrant Juveniles receiving services from ORR funded Unaccompanied Refugee Minor programs; and (7) Iraqi and Afghan children with Special Immigrant Visa status.

\*\*Refugee impacted counties: these counties have received 400 or more refugee arrivals during the most recent five-year period.

School districts in highlighted counties are eligible to submit a CalNEW application; however, applicants must prove they can serve a minimum of 100 eligible students.

**Source:** Worldwide Refugee Admission Processing System (WRAPS) and Office of Refugee Resettlement (ORR). These figures reflect the number of children arrivals or placements and may not reflect the geographical movement of families after their arrival.

**Note:** These figures do not include asylees, Cuban/Haitian Entrants, and victims of severe forms of trafficking who receive certification or any eligibility letter from ORR and certain other specified family members of trafficking victims, who are also eligible for benefits.

**Newly Arrived Eligible Children in California\***  
**Ages 5 through 18 (at time of arrival)**  
**Federal Fiscal Years 2013-2017**

<b><u>County</u></b>	<b><u>Total</u></b>
<b><u>Alameda**</u></b>	<b><u>571</u></b>
<b><u>Butte</u></b>	<b><u>12</u></b>
<b><u>Contra Costa</u></b>	<b><u>206</u></b>
<b><u>El Dorado</u></b>	<b><u>11</u></b>
<b><u>Fresno</u></b>	<b><u>42</u></b>
<b><u>Los Angeles**</u></b>	<b><u>2,010</u></b>
<b><u>Orange**</u></b>	<b><u>555</u></b>
<b><u>Placer</u></b>	<b><u>64</u></b>
<b><u>Riverside</u></b>	<b><u>183</u></b>
<b><u>Sacramento**</u></b>	<b><u>3,660</u></b>
<b><u>San Bernardino</u></b>	<b><u>76</u></b>
<b><u>San Diego**</u></b>	<b><u>4,493</u></b>
<b><u>San Francisco**</u></b>	<b><u>132</u></b>
<b><u>San Joaquin</u></b>	<b><u>109</u></b>
<b><u>Santa Clara**</u></b>	<b><u>387</u></b>
<b><u>Stanislaus**</u></b>	<b><u>695</u></b>
<b><u>Sutter</u></b>	<b><u>29</u></b>
<b><u>Ventura</u></b>	<b><u>30</u></b>
<b><u>Yolo</u></b>	<b><u>57</u></b>

**\*Eligible populations include: (1) refugees; (2) asylees; (3) Cuban and Haitian entrants; (4) Certain Amerasians from Vietnam; (5) victims of severe forms of trafficking who receive certification or an eligibility letter from ORR and certain other specified family members of trafficking victims; (6) children classified as Special Immigrant Juveniles receiving services from ORR-funded Unaccompanied Refugee Minor programs; (7) Iraqi and Afghan children with Special Immigrant Visa status; and (8) unaccompanied undocumented minors.**

**\*\*Refugee impacted counties: these counties have received 400 or more refugee arrivals during the most recent five-year period.**

**School districts in highlighted counties are eligible to submit a CalNEW application; however, applicants must prove they can serve a minimum of 100 eligible students.**

**Source: Worldwide Refugee Admission Processing System and Office of Refugee Resettlement (ORR). These figures reflect the number of children arrivals or placements and may not reflect the geographical movement of families after their arrival.**

**Note: These figures do not include asylees, unaccompanied undocumented minors, Cuban/Haitian Entrants, and victims of severe forms of trafficking who receive certification or any eligibility letter from ORR and certain other specified family members of trafficking victims, who are also eligible for benefits.**

**REVISED EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**A. Invoicing and Payment**

1. The maximum amount payable under this Agreement shall not exceed \$1,835,520.00. Shown below are the amounts that cannot be exceeded ~~for each of the fiscal year(s), subject to continued funding~~ **under this Agreement in accordance with Assembly Bill 99, Section 81:**

2017/18	<del>\$611,840.00</del> <b><u>\$1,835,520.00</u></b>
2018/19	<del>\$611,840.00</del>
2019/20	<del>\$611,840.00</del>

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Contractor for said services in accordance with the rates specified.
3. Funding for necessary travel expenses and per diem are included in this agreement and will be reimbursed at rates established by the California Department of Human Resources (CalHR) for comparable classes. (See ~~<http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx>~~ **<https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>**). Contractor will itemize travel expenses, including receipts, and submit to CDSS Program Contract Manager for approval. This approval, including itemization and receipts must be attached to the invoice submitted for payment.

The CDSS Program Contract 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 Contractor shall be reimbursed unless there is prior written authorization from CDSS.

4. Contractor shall submit the request for payment using ~~Exhibit B—Attachment 1, CalNEW—the~~ Expenditures Report Form, along with an invoice on official school letterhead, and supporting documentation on a quarterly basis ~~by the due dates below:~~ **as specified by the CDSS.**

<b>Invoice Periods</b>	<b>Due to CDSS</b>
<del>05/01/2018—06/30/2018</del>	<del>07/15/2018</del>
<del>07/01/2018—09/30/2018</del>	<del>10/15/2018</del>
<del>10/01/2018—12/31/2018</del>	<del>01/15/2019</del>
<del>01/01/2019—03/31/2019</del>	<del>04/15/2019</del>
<del>04/01/2019—06/30/2019</del>	<del>07/15/2019</del>
<del>07/01/2019—09/30/2019</del>	<del>10/15/2019</del>
<del>10/01/2019—12/31/2019</del>	<del>01/15/2020</del>
<del>01/01/2020—03/31/2020</del>	<del>04/15/2020</del>
<del>04/01/2020—06/30/2020</del>	<del>07/15/2020</del>

**REVISED EXHIBIT B  
(Standard Agreement)**

5. Invoices shall include the Agreement Number 17-1016 A-1 and Index Code 9990 and shall be electronically submitted on school district letterhead to the as specified by the CDSS.

~~California Department of Social Services  
Refugee Programs Bureau  
ATTN: CalNEW Project Manager  
744 P Street, MS 8-9-646  
Sacramento, CA 95814~~

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

6. Invoice payment will be conditioned upon the timely receipt by the CDSS of the CalNEW Semi-Annual Progress Reports and CalNEW Final Performance Report from the Contractor within the specified due dates and in a manner acceptable by the CDSS. If acceptable reports are not received or a request for extension of a due date has not been granted by the CDSS, invoices will not be processed and will be returned to the Contractor.
7. 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 Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**C. For Contract 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

**REVISED EXHIBIT B  
(Standard Agreement)**

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. Prompt Payment Clause**

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

**E. Review**

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

**F. Final Billing**

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

**G. Nonresident Tax Withholdings**

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



**The California Department of Social Services  
Confidentiality and Information Security Requirements  
Non-IT Services - v 2019 01**

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

- I. **Order of Precedence.** With respect to information security and privacy requirements for all CDSS CSP, unless specifically exempted, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between Contractor and CDSS.
- 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.). Contractor 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/mailling 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 Contractor and CDSS, including this Exhibit.
- b. CDSS CSP which may become available to Contractor as a result of the implementation of the Agreement shall be protected by Contractor from unauthorized access, use, and disclosure as described in this Exhibit.
  - c. Contractor is notified that unauthorized disclosure of CDSS CSP may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:
    - California Welfare and Institutions Code section 10850
    - Information Practices Act - California Civil Code section 1798 et seq.
    - Public Records Act - California Government Code section 6250 et seq.
    - California Penal Code Section 502, 11140-11144, 13301-13303
    - Health Insurance Portability and Accountability Act of 1996 ("HIPAA") - 45 CFR Parts 160 and 164
    - Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50
    - 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 Contractor of these confidentiality provisions;
    - ii. already known to Contractor before receipt from CDSS without an obligation of confidentiality owed to CDSS;
    - iii. provided to Contractor from a third party except where Contractor knows, or reasonably should know, that the disclosure constitutes a breach of confidentiality or a wrongful or tortious act; or
    - iv. independently developed by Contractor without reference to the CDSS CSP.

**IV. Contractor Responsibilities.**

- a. Contractor shall instruct all employees, agents, and subcontractors with access to the CDSS CSP regarding:
  - i. The confidential nature of the information;

- ii. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, Penal Code Section 502 and other state and federal laws;
  - iii. CDSS procedures for reporting actual or suspected information security incidents in Paragraph V - Information Security Incidents and/or Breaches; and
  - iv. That unauthorized access, use, or disclosure of CDSS CSP is grounds for immediate termination of this Agreement with CDSS, and Contractor and may be subject to penalties, both civil and criminal.
- b. **Use Restrictions.** Contractor 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.** Contractor 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 Contractor receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CDSS CSP, Contractor will immediately notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer. In no event should notification to CDSS occur more than three (3) business days after receipt by Contractor's responsible unit for handling subpoenas and court orders.
- e. **Confidentiality Safeguards.** Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the CDSS CSP that it creates, receives, maintains, uses, or transmits pursuant to the Agreement. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities.
- f. Nothing in this Agreement shall restrict Contractor's use of:
  - i. Information obtained by Contractor from public records or other sources generally available to the public, including but not limited to, academic publications and data extracts.
  - ii. Contractor's pre-existing data, reports or similar information.
  - iii. Non-confidential information received by Contractor from a third party or non-confidential information created or developed by Contractor, with the exception of information specifically identifying or intending to identify an applicant for, or recipient of, public social services.

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

- a. CDSS CSP Information Security Incidents and/or Breaches Response Responsibility.** The Contractor shall be responsible for facilitating the Information Security Incident and/or Breach response process as described in California Civil Code 1798.82(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.** Contractor 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 Contractor 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.** Contractor 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 Contractor shall cooperate fully in such investigations. Contractor is not required to disclose their un-redacted confidential, proprietary, or privileged information. Contractor will keep CDSS fully informed of the results of any such investigation.
- d. Updates on Investigation.** Contractor 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 Contractor and the CDSS Information Security and Privacy Officer. Contractor is not required to disclose their un-redacted confidential, proprietary, or privileged information.
- e. Written Report.** Contractor shall provide a written report of the investigation to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer within thirty (30) business days of the discovery of the Information Security Incident and/or Breach of CDSS CSP. Contractor 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. Contractor 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, Contractor 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 Contractor's failure to perform or from negligent acts of its personnel, and resulting in the unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. These costs include, but are not limited to, notice and credit monitoring for 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, Contractor shall initiate contact as indicated herein. CDSS reserves the right to make changes to the contact information below by giving written notice to Contractor. 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 Contractor, its employees, agents, or subcontractors, as determined by CDSS, may constitute a material breach of the Agreement between Contractor and CDSS and grounds for immediate termination of the Agreement.



File ID Number	18-1048
Introduction Date	6/6/18
Enactment Number	18-0940
Enactment Date	6/6/18 os
By	



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education

May 4, 2018

To: Board of Education

From: Kyla Johnson-Trammel, Superintendent  
Nicole Knight, Executive Director (ELLMA)

Subject: Acceptance of Grant Award - California Department of Social Services - California Newcomer Education & Wellbeing Project Grant

**ACTION REQUESTED:**

Approval and acceptance by the Board of Education of District of grant award from the California Department of Social Services, Refugee Programs Bureau, for fiscal years 2017-2020 in the amount of \$1,835,520 (i.e., \$611,840 per year), pursuant to the terms and conditions thereof, if any.

**BACKGROUND:**

Grant proposal for OUSD schools for the 2017-2018, 2018-2019, and 2019-2020 fiscal years was submitted for funding as indicated in the chart below, with the grant being granted in relation thereto. The Grant Face Sheet and grant application packet are attached. (This requested acceptance of the grant replaces the one approved on Apr. 11, 2018 (File ID No. 18-0606) that was for only the 17/18 period.)

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
18-1048		Grant	English Language Learner & Multilingual Achievement (ELLMA) Office	Services to support academic success and well-being of newcomer refugee, asylee, and unaccompanied youth aged 14 and older.	July 1, 2017 through June 30, 2020	California Department of Social Services, Refugee Programs Bureau	\$1,835,520.00

**DISCUSSION:**

The District created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student 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 department.

**FISCAL IMPACT:**

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

- Grants valued at: \$1,835,520.00

**RECOMMENDATION:**

Approval and acceptance by the Board of Education of District of grant award from the California Department of Social Services, Refugee Programs Bureau, for fiscal years 2017-2020 in the amount of \$1,835,520 (i.e., \$611,840 per year), pursuant to the terms and conditions thereof, if any.

**ATTACHMENTS:**

Grant (1) Facesheet, (2) Award Letter, and (3) Application & Budget

OUSD Grants Management Face Sheet

<b>Title of Grant:</b> CalNEW (California Newcomer Education and Well-Being)	<b>Funding Cycle Dates:</b> July 1, 2017-June 30, 2020
<b>Grant's Fiscal Agent:</b> Oakland Unified School District	<b>Grant Amount for Full Funding Cycle:</b> \$1,835,520
<b>Funding Agency:</b> California Department of Social Services, Refugee Programs Bureau	<b>Grant Focus:</b> Support newcomer refugee and unaccompanied minor students in OUSD
<b>List all School(s) or Department(s) to be Served:</b> ELLMA, Secondary Newcomer 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 assist refugee/asylee as well as anticipated asylee students (primarily Unaccompanied Immigrant Youth) aged 14 and older in being college and career ready, through addressing academic needs related to language development as well as addressing other barriers to success and engagement in school. This aligns with the overall OUSD objective of ensuring college and career readiness for all students.
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 5.94% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	We have a flag for refugee and 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 5.94% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No.
Will the proposed program take students out of the classroom for any portion of the school day?  (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No.
Who is the contact managing and assuring grant compliance?  (Include contact's name, address, phone number, email address.)	Tom Felix & Nate Dunstan tom.felix@ousd.org, nathaniel.dunstan@ousd.org (510) 878-6873, (510) 273-1661

**Applicant Obtained Approval Signatures:**


Entity	Name/s	Signature/s	Date
Principal			
Department Head			

(e.g. for school day programs or for extended day and student support activities)

**Grant Office Obtained Approval Signatures:**

Entity	Name	Signature	Date
Fiscal Officer			
Superintendent	Kyla Johnson-Trammel		

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Office of the General Counsel  
**APPROVED FOR FORM AND SUBSTANCE**

By:   
Michael L. Smith, Attorney at Law 5/4/18  
(2559 5/4/18)





OAKLAND UNIFIED  
SCHOOL DISTRICT

*Enrichment • Growth • Inspiring Success*

## CONTRACT JUSTIFICATION FORM

### This Form Shall Be Submitted to the Board Office With *Every* Consent Agenda Contract.

**Legislative File ID No.** 18-1048

**Department:** English Language Learner & Multilingual Achievement (ELLMA) Department

**Vendor Name:** California Department of Social Services, Refugee Programs Bureau Grant

**Contract Term:** Start Date: July 1, 2017 End Date: June 30, 2020

**Annual Cost:** \$ 611,840.00

**Approved by:** Nicole Knight, Tom Felix

**Is Vendor a local Oakland business?** Yes ☐ No ☒

#### Why was this Vendor selected?

The California Department of Social Services, Refugee Programs Bureau was selected to administer funds allocated under AB 99 in support of refugee, asylee, and unaccompanied immigrant youth. For several years they have also administered the federal Refugee Student Impact Grant program which has funded our pre-existing supports for refugee/asylee students at a much smaller scale. As such, staff from the Refugee Programs Bureau is already familiar with both the OUSD staff that work with this population as well as the demographics of our immigrant population and some of the key factors impacting these students and families.

#### Summarize the services this Vendor will be providing.

The grant will provide for services in three main categories:

- 1) Academic supports through the expansion of the Newcomer Assistant position to multiple schools serving eligible students, offering early literacy intervention as well as support for mainstreaming of students into core content area classes not designed exclusively for newcomers.
- 2) Academic and career pathway advising targeting eligible students to provide for equitable access to career development opportunities and to remove hurdles to high school completion.
- 3) Safety intervention program to address street-level violence concerns impacting newcomer students and facilitate services for high risk students to maintain their enrollment and promote their well-being.

**Was this contract competitively bid?** Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

The California Department of Social Services, Refugee Programs Bureau is the only entity disbursing these funds for the State of California, so OUSD had to apply through them in order to receive any funding pursuant to AB99.

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
  - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - ☐ Western States Contracting Alliance Contracts (WSCA)
  - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☒ **Other, please provide specific exception**

These are grant dollars awarded to OUSD, not a contract with an external vendor.



WILL LIGHTBOURNE  
DIRECTOR

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



EDMUND G. BROWN JR.  
GOVERNOR

March 7, 2018

Dr. Kayla Johnson-Trammell  
Superintendent  
Oakland Unified School District  
1000 Broadway, Ste. 680  
Oakland, CA 94607

Dear Dr. Trammell:

The California Department of Social Services (CDSS) is pleased to announce funding awards for the California Newcomer Education and Well-Being (CalNEW) project. Section 81 of Assembly Bill 99 (Chapter 15, Statutes of 2017) appropriated ten million dollars (\$10,000,000) from the State General Fund to CDSS during State Fiscal Years (SFY) 2017-20 to provide additional services for refugees and other eligible school-age students served by the federal Office of Refugee Resettlement.

The Oakland Unified School District (OUSD) has successfully applied for CalNEW funding. The CDSS will award OUSD \$611,840 per year during SFY 2017-20.

The goal of the CalNEW is to provide supplemental resources to impacted school districts that have received significant numbers of eligible students to address the obstacles confronting these children so that they may succeed in their academic endeavors and social integration.

Should you have any questions regarding the information included in this letter, please contact Migdalia Wade, Policy Manager at (916) 654-1248 or [Migdalia.Wade@dss.ca.gov](mailto:Migdalia.Wade@dss.ca.gov).

Sincerely,



MARCELA RUIZ, Chief  
Immigration and Refugee Programs Branch

c: Nate Dunstan, Specialist, Refugee and Asylee Program  
Tom Hughes, Director, Newcomer Programs





# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

## APPLICATION:

CALIFORNIA NEWCOMER EDUCATION & WELL-BEING PROJECT  
GRANT YEARS 2017-2018

February 01, 2018

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AGREEMENT NUMBER <b>17-1016</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Social Services

CONTRACTOR'S NAME

Oakland Unified School District

2. The term of this

Agreement is: May 1, 2018 or upon approval by the Department of General Services, whichever is later, through June 30, 2020

3. The maximum \$1,835,520.00  
of this Agreement is: One Million Eight Hundred Thirty-Five Thousand Five Hundred Twenty Dollars and 00/100

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.

Exhibit A – Scope of Work	8 pages
Exhibit A – Attachment 1 – Newly Arrived Eligible Children in California	1 page
Exhibit A – Attachment 2 – Letter of Award	1 page
Exhibit A – Attachment 3 – Request for Application	11 pages
Exhibit A – Attachment 4 – Contractor's Application	53 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit B – Attachment 1 – CalNEW Expenditures Report	1 page
Exhibit C* – General Terms and Conditions	GTC 04/2017
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	3 pages
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	1 page
Exhibit E – Attachment 1- CDSS Confidentiality and Information Security Requirements	6 pages

  
Aimee Eng  
President, Board of Education

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 [www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Oakland Unified School District

BY (Authorized Signature)



DATE SIGNED (Do not type)

6/28/2018

PRINTED NAME AND TITLE OF PERSON SIGNING

Kyla Johnson-Trammell, Superintendent

ADDRESS

1000 Broadway, Suite 398, Oakland, California 94607

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Social Services

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Karen Dickerson, Deputy Director, Administration Division

ADDRESS

744 P Street, MS 8-14-747, Sacramento, California 95814

California Department of General  
Services Use Only

☐ Exempt per:

**Applicant Contact Information**

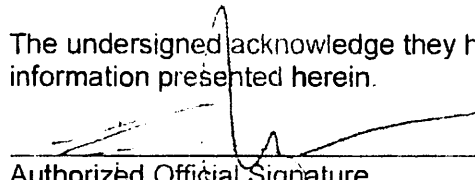
Date: February 2, 2018  
School District: Oakland Unified School District  
County: Alameda  
Address: 1000 Broadway, Suite 398,  
Oakland, CA 94607  
Phone: (510) 273 1661  
Fax: 510-879-3120 / 510 273 1521  
School District's  
Superintendent (or  
authorized designee): Kyla Johnson-Trammell  
Program Contact Name: Nate Dunstan / Tom Hughes  
Title: Program Manager, Newcomer  
Refugee/Asylee Services  
Director, Newcomer Programs  
Phone: (510) 273 1661  
E-mail: nathaniel.dunstan@ousd.org  
tom.hughes@ousd.org  
Website: www.ousd.org/ellma

**Proposed Budget and Eligible Student Population**

Proposed Budget Amount: \$ 719,026/year Anticipated Caseload. 956

**Authorized Agent Signature**

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

  
Authorized Official Signature

THOMAS HUGHES  
Print Name

2/1/18  
Date

DIRECTOR, NEWCOMER  
Title

PROGRAMS

### Minimum Qualifications

**All applicants for the CalNEW project funding must meet all of the following requirements; if you answered "NO" to any of the questions (1 – 12), you have not met the minimum qualifications and are not eligible to be considered for CalNEW funding.**

1. Is the school district located in a refugee-impacted county such as Alameda, Contra Costa, Los Angeles, Orange, Riverside, Sacramento, San Diego, San Francisco, San Joaquin, Santa Clara, or Stanislaus County?

☒ Yes  
☐ No

2. Have numerical data demonstrating 100 or more newly arrived eligible students in the school district?

☒ Yes  
☐ No

3. Possess an assessment tool to identify the process for determining the eligibility of the participating students?

☒ Yes  
☐ No

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

☒ Yes  
☐ No

5. Able to propose an educational plan that will include: activities, language, academic, cultural, and mental health services to meet the needs of the eligible students and their families?

☒ Yes  
☐ No

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

☒ Yes  
☐ No

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

☒ Yes  
☐ No

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

☒ Yes  
☐ No

9. Collaborate or plan to collaborate with the local County Refugee Coordinator and at least one Resettlement Agency, with an effective plan on how this collaboration will improve the school district's CalNEW project?

☒ Yes  
☐ No

10. Have an evaluation method of collecting and documenting CalNEW project effectiveness and accomplishments, and have a plan to capture data that will demonstrate improvement in the eligible students' academics?

☒ Yes  
☐ No

11. Have an evaluation plan and interventions that accomplish the CalNEW project goals?

☒ Yes  
☐ No

12. Will present a proposed budget that shows correlation between the proposed expenditures and project activities?

☒ Yes  
☐ No

**If you answered "Yes" to all of the questions (1-12) above, you meet the minimum qualifications. Please proceed to complete the Project Narrative section of this application.**

## Project Narrative

### Existing Capacity and Sustainable Project Plan

1. Describe your school district's engagement practices and services for newcomers.
  - a. Briefly describe engagement practices and services for newcomers.
  - b. Briefly describe strategies, programs, and services for refugees.
  - c. Include, current strategies, programs and services for youth age 14 and above.

1. Oakland Unified School District has well-established, tailored services to meet the academic and holistic needs of our diverse and significant population of newcomer and refugee students. The proposed activities of the CalNew project would allow us to expand programming in order to meet additional needs of our recently arrived students.

1a. The Newcomer Program of OUSD's English Language Learner and Multilingual Achievement (ELLMA) department develops supports for newcomer students based on research and provides professional development for newcomer teachers and leaders. It ensures that newcomer students and their families have access to culturally sensitive mental health, health, legal and other social services and aligns with policies and resources for refugee and asylee students. The Newcomer Program engages recently arrived students through school-based supports and services.

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

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

- 3 Elementary Schools: Bridges, Franklin, Garfield
- 7 Middle Schools: Alliance, Bret Harte, Frick Impact Academy, Melrose Leadership

- 5 High Schools: Bret Harte (9th Grade only), Castlemont, Fremont, Oakland High, Oakland International High School
- 1 Continuation School: Rudsdale Continuation School (new as of 2017-18)

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

1b. OUSD's Refugee & Asylee Student Assistance Program (RASAP), which began in 2006, is specifically devoted to the identification, support and tracking of newly arrived refugee students. RASAP provides crucial services to Oakland's extremely diverse refugee student population in support of their school integration and academic success.

#### RASAP's Outreach and Identification System

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

#### Intra-OUSD Referrals and Identification

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

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



## **RASAP Programs & Services**

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

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

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

**Parent Support and Education:** a. **Parent ELD Classes:** A 4-week intensive summer English class for refugee parents and guardians, aimed at helping refugee parents improve their language skills so as to navigate the OUSD and communicate with schools. b. **Interpreter coordination for Parents:** Community Navigators provide interpretation for parents to participate in RASAP orientations/trainings, parent-teacher conferences, report card conferences, Individualized Education Plans, Student Support Team meetings and any other interactions with schools for which parents require interpreters. Languages currently supported include Arabic, Burmese, Karen and Mam.

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

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

**Socio-emotional support programming:** RASAP contracts Soccer Without Borders (SWB) to run an annual soccer camp that helps to build community among refugee students ages 5-18 and provides positive recreation during the summer months. Soccer Without Borders also provides year-round weekly soccer programming for refugee students age 10-21 at certain schools with concentrations of newcomer refugee students. Practices occur bi-weekly with weekly games on the weekends, tournaments and other special events and outings. SWB incorporates nutrition education, ESL and team-building activities into soccer programs. Soccer provides these youth with an avenue for positive engagement, a platform for personal growth, and a toolkit for their futures. RASAP engages with school social workers to facilitate access to additional site and community-based socio-emotional supports.

**1c. Youth age 14 and above:** All of the above mentioned newcomer and RASAP programs serve students age 14 and above as well as their parents/family members. In Oakland, the largest body of newcomer students who are 14 and older are Unaccompanied Minors (also referred to as Unaccompanied Alien Children, Unaccompanied Immigrant Youth), many of whom are now asylees and therefore eligible for CalNEW funded programs. Since 2013, OUSD has enrolled over 1,130 Unaccompanied Minors (primarily from Guatemala and El Salvador), only 47 of whom have graduated and only 605 of whom are still enrolled, indicating the need for much higher level of investment in successful outcomes and provides supports to these students through an Unaccompanied Minor specialist. Support includes school enrollment, referral to low-cost legal services, referral to school-based and community-based mental health services, and case management.

**Local programs and services that have been successful at engaging and supporting Unaccompanied Minors include:**

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

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

Expansion of both Soccer Without Borders and summer school programming are investment areas of our CalNEW proposal. We believe that by making these impactful strategies accessible to more of our recently arrived students, we will see improvements in academic performance and well-being. One area in which we have struggled to support our Unaccompanied Minor students is safety. We are taking this funding opportunity to propose additional staff resources (later referred to as "Newcomer Intervention Specialist") to focus on early intervention and prevention of gang recruitment, drug and alcohol counseling, violence prevention and conflict mediation that would support eligible students as well as their parents.

2. How many newly arrived eligible students were enrolled during the 2016-17 school year? What data were used to identify this population? State the source of the data.

In the 2016-17 school year there were 36,668 total students enrolled in OUSD's 86 district-run schools, which are served by the Newcomer and RASAP programs. Of these, there were 656 CalNEW-eligible students identified (refugees and asylees in the U.S. for 5 years or less), 145 of whom entered OUSD during the 2016-2017 school year (August 22, 2016-June 30 2017). These eligible students were flagged at time of enrollment and are tracked in the OUSD student database, Aeries, to measure progress.

3. Explain the process for determining the eligibility of students who will participate in CalNEW project activities.

As mentioned above, refugee students are made known to OUSD through collaboration with the local resettlement agencies, while asylees are identified by referrals from legal service providers, through word of mouth, and outreach by community navigators.

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

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

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

5. Provide a summary of your school district's CalNEW project plan

OUSD's CalNEW project plan consists of expanding programs for eligible students in five key areas, building upon current initiatives of the ELLMA Newcomer and RASAP programs and responding to the acute needs of this student group. Oakland Unified School District has received an influx of newcomer students over the last four years, most of which fall into the status of refugee, asylee, and/or Unaccompanied Minor and require intensive and specialized services to meet their academic, socio-emotional, and mental health needs. The dramatic increase of newcomers (27% increase just from January 2015 to the same time in 2016) is an urgent issue that requires a systems-level response, as many sites are unprepared to meet the unique and intense needs of this growing population. At

the same time, we are seeking ways to build on the rich assets that our newcomers bring, including linguistic and cultural diversity and tremendous resiliency.

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

#### Newcomer Assistants

OUSD currently supports a small portion of newcomer students with Newcomer Assistants at Oakland International High School, (OIHS) to support core curriculum instruction to recently arrived students under the guidance of a certificated teacher. Newcomer Assistants reinforce instruction to individuals or small group of students in the classroom, gather inquiry data, support students through a variety of interventions, and tutor students in assigned subject areas as part of the after school program. As compared to other instructional assistant roles, Newcomer Assistants are specialized in instructional methods needed to support newcomers' language acquisition as they learn core content and trained in working in extremely diverse linguistic and cultural environments.

Preliminary assessment has shown Newcomer Assistants to be highly valuable in providing small group and differentiated instruction. The ability to tailor instruction to meet the needs of newcomer students makes a big difference at the secondary level where schools are larger and expectations higher. The Newcomer Program supports Assistants who seek to become teachers with deep knowledge of best practices for newcomer students to obtain the necessary educational and credentialing requirements. This is made possible through a grant-funded partnership with a local teacher credentialing institution that provides tuition assistance to newcomer teacher candidates as part of a long-term strategy

for growing the ranks of OUSD teachers who are qualified and dedicated to serving this population.

OUSD proposes expanding the Newcomer Assistant program with eight new positions serving middle and high schools with academic and social-emotional supports described. Our experience with these supports at OIHS has provided evidence that targeted language acquisition support for students who have had interrupted education, those learning a new alphabetic system, or those otherwise struggling academically is essential to the long-term success of the students and their readiness for work and study after high school. In creating eight additional positions across OUSD middle and high schools, we will leverage the following strategies:

- Training that addresses the academic, linguistic and cultural needs of eligible students and provides a trauma-informed lens for understanding how life experiences impact learning.
- Emphasis on basic language and literacy skills, also known as "Survival English," to enable students to access instruction in all classes and accelerate progress towards proficiency in English.
- Literacy instruction focus in order to both respond to the greatest area of academic need of newcomers students while building the skill set of Newcomer Assistants, most of whom will be in a pipeline to become credentialed teachers of newcomers in the future.
- Cooperative work with classroom teachers to interpret the abilities and educational gaps of students, assist in classroom intervention strategies and modify curriculum as necessary for students with interrupted formal education.

#### Newcomer Academic and Career Pathways Advisor

Newcomer students age 14 and above typically need extra support and guidance around academic and career choices, in part because their parents have not been through the U.S. educational system and may not be aware of the wide range of paths available. We have found this to be particularly true with Unaccompanied Minor students who often do not have the benefit of guidance from parents/guardians and rely on intensive support from adults at school. At present, mainstream high school academic counselors in OUSD do not have the specialized knowledge or language skills to provide the level of additional guidance and

orientation that most newly arrived students need. In our larger high schools, the result can be major gaps in foreign transcript analysis, monitoring of credit accumulation for graduation, and lack of culturally-responsive orientation to career pathways and other college and career opportunities.

OUSD proposes the creation of one full time OUSD staff position to cover six high school newcomer sites, providing direct student support and building capacity among site-based counselors. The Academic and Career Pathways Advisor will be required to be bilingual in English and Spanish in order to facilitate communication with the majority of our recently arrived students and will use interpreters or community navigators for languages other than Spanish. They will build on resources available from mainstream academic counselors in the following ways:

- Help students with concurrent enrollment classes at local community colleges (primarily advanced students who want additional English or Math instruction after school);
- Connect students with existing vocational training and civic engagement opportunities;
- Engage with local community based organizations to improve and expand employment training offerings for newcomer youth, in particular Unaccompanied Minors who often need to work in order to support themselves financially;
- Ensure that foreign transcripts are evaluated and high school credits assigned appropriately for transferrable credits earned in student's home countries;
- Ensure that newcomer students receive World Language credit if they are already fluent and literate in a language other than English;
- Ensure that eligible newcomer students are exempt from graduation requirements under AB167/216 as appropriate;
- Refer newcomer students for summer academic recovery programs as well as continuation school as appropriate;
- Train and build capacity of counselors to support newcomers at their sites.

#### Newcomer Intervention Specialist

In fall of 2017 OUSD launched the Newcomer Safety Task Force in response to safety issues putting newcomer students at risk. In a series of meetings and focus groups we convened over 60 teachers, administrators, students, parents and community-based organizations to discuss issues related to newcomer student

safety which ranged from street gang activity/recruitment to alcohol and drug abuse, health and mental health issues and more. Thanks to these ongoing convenings, and with a focus on student input and student-led solutions, we are beginning to form a district-wide action plan. We are especially optimistic about the potential to improve student and parent engagement through targeted mentorship programs. Based on the results of similar programs at school districts such as San Francisco Unified, we believe the mentorship model will be particularly effective in addressing the needs of students age 14 and above. Our model is informed by programs based in partnership with teachers, administrators, and parents to respond to the social-emotional needs of students, provide direct orientation, counseling and intervention to prevent involvement in street gangs known to have activity in Oakland.

OUSD proposes the creation of one full time OUSD staff position to lead the mentorship intervention program. The Newcomer Intervention Specialist will be required to be bilingual, have significant experience with youth mentorship and violence prevention as well as trauma responsiveness. Responsibilities of the Intervention Specialist will include the following:

- Knowledge of the neighborhood-level safety issues affecting newcomers and will work closely with community based organizations focused on similar issues in order to provide the capacity, language resources or otherwise to appropriately serve newcomer students;
- Develop a mentorship model at OUSD that involves youth, educators and parents in strategically addressing risk factors that contribute to dangerous or unhealthy outcomes for newcomers;
- Work to develop and expand existing high school peer mentorship programs to help reach high risk students;
- Promote Restorative Justice practices for conflict resolution and other community building activities that promote social integration of newcomer and non-newcomer youth;
- Integrate parents into programming and provide intentional support in bridging the cultural divide, which, at times, can impede them in addressing high-risk behaviors from their children.

#### Soccer Without Borders

Soccer Without Borders (SWB) is a longtime partner of RASAP whose programming



provides ESL and nutrition education as well as socio-emotional support and mentorship. RASAP has worked closely with SWB to provide targeted case management for students needing extra academic support and attention. SWB runs after-school soccer programs for refugee boys and girls ages 10-21, as well as an annual week-long soccer camp in August. Soccer serves as a familiar thread that connects students to an important aspect of the culture in their home countries, and provides youth with an avenue for positive engagement, personal growth, and a powerful alternative to gangs which often prey upon youth who are seeking belonging. The three OUSD high schools where SWB is active report highly successful engagement with newcomer students.

OUSD proposes expansion of SWB school day supports at OUSD newcomer sites in order to support newcomer and refugee participants to grow as athletes, students and positive members of the community. This would involve increasing existing staff hours or hiring new staff to cover an additional two high school and two middle school sites. In addition to providing program access to more schools and newcomer students, this will facilitate additional staff embedded at schools during the day as well as during after school activities and summer programming. In order to implement the full program model and build on the positive relationships forged on the soccer field, SWB places trained coach-mentors at schools to work with newcomer and refugee students during the school day. The SWB coach-mentors work to increase school engagement and support student socio-emotional needs in the following ways:

- Academic monitoring: track the grades and attendance of all SWB players, flagging struggling students for extra support.
- Conflict resolution: facilitate restorative conversations with students after conflicts with teachers or other students, as appropriate.
- Monitoring and recruitment: Checking in with SWB students during lunch, passing period, checking in with disengaged participants (i.e. students who came to SWB once but did not return etc.)
- Recruitment: identify and sign up eligible new students to SWB programs and follow up on teacher referrals.
- Socio-Emotional Learning (SEL): coach-mentors conduct monthly small groups

based on the OUSD SEL Toolkit. Group sessions are a place to check-in, set goals, review progress and for students to give each other positive reinforcement.

#### Summer School

Summer programs, which are important for all students, are essential for newcomer students who urgently need as much time in school as possible to address the language and other academic gaps they may bring with them. Past summer programs in OUSD have leveraged a combination of intensive instruction in English, socio-emotional supports from community partners such as Refugee Transitions, ESL classes for families, and extended day enrichment opportunities that promote community and physical health.

OUSD proposes funding two certificated summer school teachers to provide:

- High school credit-based ELD program for 9th-12th grade refugee students, taught by certificated teachers over the summer at two newcomer high school sites.
- Students who successfully complete the five-week course will be awarded high school credits toward graduation
- Expand the number of refugee newcomers in a number of programs that are currently funded under the RSI grant including ESL classes for parents offered by Refugee Transitions and a Soccer Without Borders week-long soccer camp.

6. Propose a project plan that outlines capacity.

- a. Describe how the school district will meet service goals outlined in the application and within the Standard Agreement term.
- b. Describe how the school district will manage administrative requirements of the Standard Agreement, including but not limited to providing ad hoc reports, timely reporting on service data and deliverables, and responsive communication with CDSS.
- c. Describe how the school district will ensure quality control of practices and procedures to manage the project and services provided by subcontractors (if any).

6a. OUSD is fortunate to have two full time staff members dedicated to coordinating programs for Newcomer and Refugee/Asylee students and their families. The Newcomer and Refugee /Asylee program manager and the Director of Newcomer Programs will jointly oversee CalNEW projects and ensure that the implementation

of the goals outlined meet the terms of the agreement. Both employees work within the OUSD office of English Language Learners and Multilingual Achievement (ELLMA).

6b. Reporting, communicating with CDSS and managing other administrative duties are all squarely within the existing responsibilities of RASAP office, Director of Newcomer Programs and ELLMA departmental objectives.

6c. The OUSD Refugee & Asylee Program Manager, Director of Newcomer Programs, and other ELLMA staff conduct regular site visits with our newcomer program staff as well as contractors providing services to newcomers (such as Soccer Without Borders). The Newcomer Assistants will receive regular support and guidance from ELLMA staff. The Newcomer Intervention Specialist and Newcomer Academic and Career Pathways Advisor will be directly supervised by the same ELLMA staff who are also responsible for reporting and administering the CalNEW project in OUSD.

7. Describe how eligible students' needs will be assessed and the culturally sensitive and trauma informed services and activities that will be implemented.
  - a. What assessment tools will be used to identify and assess the needs of eligible students.
  - b. What are the academic and mental health needs of eligible students?
  - c. Describe the services and activities that will improve eligible children's English-language development.
  - d. Describe the academic support activities that will be provided to eligible students.
  - e. Describe mental health support services to meet the needs of the eligible students.

7a. All ELLMA staff and administrators at all secondary schools with newcomer programs have been trained in culturally sensitive and trauma-informed methods of engagement with newcomer students.

Thanks to OUSD's central enrollment center, need for support services is identified by staff at the time of enrollment. Newcomer, Refugee/Asylee and Unaccompanied Youth specialists communicate with school social workers around potential needs of incoming students. These social workers, in turn, use the

Strengths and Difficulties Questionnaire (SDQ) and the Societal Academic Familial and Environmental Acculturative Stress Scale (SAFE) to further identify the wellness needs of the newcomer students and determine appropriate services.

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

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

7b. The educational and socio-emotional needs of the OUSD's refugee students are extensive. In the initial stages of a RASAP needs assessment, teachers, parents, support providers and students report that past trauma has had a profound effect on students' sense of physical and emotional safety, concentration, engagement in school and development of healthy relationships with peers and adults. The trauma affiliated with resettlement, when added to refugee students' acutely traumatic pasts, requires extensive and targeted support.

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

Based on OUSD enrollment records, 100% of our refugee students are classified as English Language Learners upon enrollment in OUSD schools. In addition, many refugee students arrive in the U.S. at the pre-literacy level in their own languages, which makes their English language acquisition significantly more challenging (Mam asylee students from Guatemala and Karen refugee students are currently the predominant example of this within OUSD).

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

Community reports, resettlement agency research and OUSD data show that all of the local refugee populations are linguistically and culturally in the minority in terms of overall population in Oakland. There is thus very little awareness about their backgrounds and needs, and no trained interpreters (aside from community navigators) in OUSD and in most social service agencies for the vast majority of refugee languages. Refugee students remain severely linguistically and culturally isolated due to their small numbers and scarcity of bilingual support, which compounds the challenges to school and community integration.

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

7c. The Newcomer Assistant positions are intended to provide targeted, intensive supports to promote the English proficiency of students who are newly arrived and eligible for the program. This instruction will supplement regular classroom instruction and provide greater opportunity for students with limited literacy to

accelerate their learning and catch up to their peers. Furthermore, the proposed Newcomer Academic and Career Pathways Advisor position is intended to ensure that students are enrolled in appropriate classes to ensure they have access to the types of English-language development needed to attain college and career readiness. Finally, both the Newcomer Academic and Career Pathways Advisor and Intervention Specialist position are intended to promote positive attendance among newcomers, which will increase their opportunities to benefit from English language instruction.

7d. The academic supports provided by Newcomer Assistants to enable English-language development increase access to all academic contexts for newcomer students. Ability to read, write, and engage in academic discussion is central to instruction in the time of the Common Core State Standards and newcomers, like all students, must have a foundation of basic literacy to engage in these activities.

The proposed Newcomer Academic and Career Pathways Advisor role will support the extension of academic supports in high schools, particularly in facilitating dual enrollment with community colleges, referrals to additional academic supports and facilitating enrollment in continuation schools when appropriate. Summer School will provide a high school credit-based ELD program for 9th-12th grade refugee students allowing academic recovery for students who need additional ELD support as well as credits toward graduation. Soccer Without Borders coaches provide mentorship, academic support and tracking and are embedded at high school sites with high numbers of Unaccompanied Minors to provide both school-day and after-school support

7e. The proposed Newcomer Academic and Career Pathways Advisor would work in tandem with school-based social workers and other mental health providers to ensure referrals are made and students in need of clinical support receive services. These services are coordinated at each school through a COST (Coordination of Services Team) that includes counselors, therapists, social workers, and other service providers responsible for ensuring the wellness of all students.

The Newcomer Intervention Specialist will also support the mental health of newcomer students by providing a culturally sensitive, inclusive response for students who are at high risk of dropping out and typically are experiencing multiple challenges including depression and anger-related issues.

8. Describe project plan activities that will assist eligible students achieve self-sufficiency (e.g. intensive English-language development, mentorships, high risk behavior intervention, vocational training, civic engagement, financial and computer literacy).

Helping students attain self-sufficiency will be the primary focus of the Newcomer Intervention Specialist and Newcomer Academic and Career Pathways Advisor. The Newcomer Intervention Specialist will provide mentorship and guidance to help students prevent and address high-risk behavior. The Newcomer Academic and Career Pathways Advisor will ensure that newcomer students are appropriately referred and, importantly, able to follow up on supplemental academic programs and vocational training opportunities. Newcomer Assistants will be classroom-based and provision of intensive English language development will be a core responsibility. However they will also have capacity to raise non-academic and socio-emotional needs so that the Newcomer Intervention Specialist, Career Pathways Advisor, RASAP program and existing OUSD staff can provide guidance and intervention.

9. Describe project plan activities that will improve eligible students' consumer education (e.g. financial and computer literacy, and nutrition).

Financial planning for college will be an element of the work of the Academic and Career Pathways Advisor proposed in this project, facilitating student knowledge of the systems in place to enable college attendance for immigrants and low income individuals. The proposed Newcomer Assistants will be engaging newcomer students in the use of online learning platforms to accelerate their acquisition of English, boosting computer literacy for a group of students where many are deeply unfamiliar with computers. Finally, Soccer Without Borders programming includes guidance about nutrition and healthy eating habits, in addition to providing nutritious and healthy foods during practices, games and events.

10. Describe project plan activities that will meet the needs of the parents/guardians of eligible students. Describe the services and activities and how they will be made accessible to families (e.g. civic engagement, community garden, sports camps, etc).

In addressing the comprehensive needs of individual students, the Newcomer Intervention Specialist will engage regularly with parents/guardians and other relevant family and community members to resolve issues affecting the academic success of students. In doing so, the Specialist will make referrals to both school and community-based family counseling services, and connect parents/guardians with available public benefits and food banks through the OUSD Family Resource center. Also, the Newcomer Academic and Career Pathways Advisor will engage with parents/guardians on students' academic and career goal-setting. Finally, aligning expanded summer programming for students with adult ESL offering will increase access to this valuable resource for families and encourage them to better involve themselves and advocate for their child's education.

#### Staff Qualifications and Engagement

11. List the qualifications of the school district staff that will provide services to eligible students, including those designated to administer or deliver CalNEW services and cultural brokers.
- Include position requirements and duties.
  - Describe how staff meet the academic, linguistic, and cultural needs of eligible students and their families the school district intends to serve.
  - Describe training provided to staff to create capacity to deliver culturally sensitive services.

##### 11a. Service Administration (current OUSD staff):

- Nate Dunstan, Newcomer and Refugee/Asylee Program Manager - Nate began as the primary coordinator of RASAP in September of 2013. As a long-standing member of the East Bay Refugee Forum Steering Committee, RASAP collaborates closely with local Resettlement Agencies and the East Bay Refugee Forum. Prior to joining OUSD, Nate was director of a homeless family shelter in San Francisco and worked for the International Rescue Committee in both Oakland CA and in the



overseas resettlement processing centers in Thailand and Malaysia for over four years. Nate has an M.A. in International Relations from San Francisco State University and a MSc in Forced Migration from the University of Oxford

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

Service delivery (new positions proposed under CalNEW grant):

In addition to the duties listed for the proposed positions in section 5, all of the proposed positions require specialized skills to serve OUSD's newcomer student population.

Newcomer assistants must hold a bachelor's degree and have knowledge of:

- The special needs, issues and requirements of immigrants, students with interrupted formal education (SIFE), students who have experienced trauma, and newcomer ELLs;
- Methods of teaching Common Core Standards, Content Standards, Curriculum, Response to Intervention;
- Technology and computer software applications relevant to instruction.

Newcomer Intervention Specialist must have knowledge of:

- Have significant experience with youth mentorship and violence prevention as well as trauma-informed training;
- Working through school-based systems of support, including coordination with school-based social workers and Coordination of Services Team (COST);
- Risk factors that contribute to dangerous or unhealthy outcomes for newcomers;
- Restorative Justice practices for conflict resolution and other community building activities to promote social integration of newcomer and non-newcomer youth.

Newcomer Academic and Career Pathways Advisor (in addition to valid teaching credential and/or Pupil Personnel Services credential) must have knowledge of:

- High school graduation requirements and expected credit acquisition trajectories;
- The process of analyzing transcripts from other countries in order to maximize

student opportunities for timely graduation;

- Existing vocational training and civic engagement opportunities;
- Services provided by local community based organizations to improve and expand employment training offerings for newcomer youth;
- Knowledge of education code and other state laws pertinent to high school graduation.

11b. New staff members under the CalNEW project (i.e. Newcomer Assistants, Newcomer Intervention Specialist and Newcomer Academic and Career Pathways Advisor) will be held to the following standards in order to meet the needs of our recently arrived students:

- Cultural competency to work across cultural and linguistic differences;
- Diverse academic, socio-emotional, cultural, ethnic and disability backgrounds of district immigrant and refugee students;
- The Newcomer Intervention Specialist and Newcomer Academic Career Pathways Advisor must be bilingual in English/Spanish and will work with RASAP community navigators to assist students who speak other languages including Mam, Arabic, Karen and Burmese;
- Newcomer Assistants and Newcomer Academic and Career Pathways Advisor must hold a bachelor's degree.

11c. The ELLMA office provides a range of trainings to educators on a regular basis in order to build their capacity to serve newcomer and refugee/asylee students. Staff proposed as part of the CalNEW project would be trained in the following areas:

- Trauma-informed response to build ability to navigate the complex emotional landscape many newcomer students carry with them.
- Foundational training on language acquisition and earlier literacy development to boost the skills of Newcomer Assistants.
- Cultural and demographic backgrounds of student groups that are largely represented in OUSD's newcomer and refugee/asylee population.
- Orientation to the various services available in the district and broader community to address the varied needs of our newcomer population.

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

As mentioned above, refugee students are made known to OUSD through collaboration with the local Resettlement Agencies, while asylees are identified by referrals from legal service providers, through word of mouth, and outreach by Community Navigators.

Recruitment and initial engagement therefore begins at time of enrollment or when a student becomes an asylee and eligible for CalNEW funded programs. Additionally, the CalNEW-funded positions proposed above will increase capacity for student and family engagement. In sum, none of the CalNEW funds will be spent on outreach, as that work will be performed by existing OUSD staff, however all of the proposed CalNEW project positions will strengthen engagement with refugee students and families.

### Leveraging Community Resources

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

<b>Service Provider:</b> Soccer Without Borders
<b>Contact Name:</b> Ben Gucciardi
<b>Address:</b> PO Box 3443, Oakland CA 94609
<b>Phone:</b> (510) 859-4874
<b>E-mail:</b> ben@soccerwithoutborders.org
<b>Type of service provided:</b> Mentoring, academic support, after-school program, socio-emotional support.
<b>Describe Collaboration:</b>  Soccer Without Borders provides year-round weekly soccer programming for refugee students age 10-21 at certain schools with concentrations of newcomer refugee students. Practices occur bi-weekly with weekly games on the weekends, tournaments and other special events and outings. SWB incorporates nutrition education, ESL and team-building activities into soccer programs. Soccer provides these youth with an avenue for positive engagement, a platform for personal growth, and a toolkit for their futures.

<b>Service Provider:</b> Refugee Transitions
<b>Contact Name:</b> Laura Vaudreuil
<b>Address:</b> 744 P Street M.S. 8-9-646, Sacramento, CA 95814
<b>Phone:</b> 415-989-2151
<b>E-mail:</b> laura@reftrans.org
<b>Type of service provided:</b> Tutoring, mentoring, parent ESL classes
<b>Describe Collaboration:</b>  Refugee Transitions is a long-time partner of the OUSD RASAP program, and assisted in the initial program proposal and design. Refugee Transitions has currently matched over 100 OUSD refugee students with trained Academic/ESL Tutors and Mentors and provides ESL classes for parents.

<b>Service Provider:</b> Centro Legal de la Raza
<b>Contact Name:</b> Eleni Wolfe-Roubatis
<b>Address:</b> 3400 E. 12th Street, Oakland, CA 94601
<b>Phone:</b> (510) 437-9111
<b>E-mail:</b> eleni@centrolegal.org
<b>Type of service provided:</b> Legal services
<b>Describe Collaboration:</b>  OUSD refers students on a daily basis to Centro Legal for free consultations, legal screenings and advice. OUSD staff help ensure students follow up on court appointments, complete necessary documents, and provide school related information that assists their legal case (ie attendance information). Centro Legal shares information with OUSD when students win their legal case and become eligible for CalNEW funded programs.

14. Provide the name of the local County Refugee Coordinator and Resettlement Agency(ies) with whom the school district will coordinate services, and describe how this collaboration will improve outcomes for eligible students. Please submit a support letter from each one; in addition, provide a letter of support from your school district board (attach all letters with this RFA).

<b>County Refugee Coordinator:</b> Sadaf Siddiq
<b>County:</b> Alameda
<b>Address:</b> 24100 Amador Street, Hayward, CA 94544
<b>Phone:</b> 510-259-3817
<b>Email:</b> ssiddiq@acgov.org
<b>Describe Collaboration:</b>  As a long-standing member of the East Bay Refugee Forum, RASAP collaborates closely with the CRC and East Bay Refugee Forum. OUSD staff Nate Dunstan sits on the forum's steering committee as well as education committee, attends all forum meetings, and consults with the CRC regarding program design and implementation.

<b>Resettlement Agency:</b> International Rescue Committee
<b>Contact Name:</b> Karen A. Ferguson, PhD
<b>Address:</b> 744 P Street M.S. 8-9-646, Sacramento, CA 95814
<b>Phone:</b> 510-852-8925
<b>Email:</b> karen.ferguson@rescue.org
<b>Describe Collaboration:</b>  OUSD collaborates extensively with all local Resettlement Agencies but the International Rescue Committee resettles the largest number of refugees. OUSD works directly with IRC case managers to ensure that each newly resettled student meets with an OUSD RASAP staff person to receive enrollment support, a school orientation, and to help troubleshoot any issues that arise during the initial resettlement period.



## Measuring Outcomes

15. What method will the school district use to document the effectiveness and outcomes of the CalNEW project; how will the school district measure progress toward achieving: (1) Improved student well-being and mental health, (2) Increase in the number of eligible students who meet grade level requirements, (3) Improved English-language proficiency, (4) Improved academic performance, (5) Improved school attendance rates (6) Increase in high school diploma or CHSEC attainment, (7) Improved newcomer student participation in activities that foster community building, (8) Improved newcomer family participation in activities that foster community building, (9) Improved participation in consumer education activities, (10) Improved coordination between the school district and local service provider networks, (11) Increase in student and family involvement, and/or (12) Increase in referrals to providers that address gaps in services.

Outcomes	Indicators
1. Improved student well-being and mental health	<p>Data source:</p> <ul style="list-style-type: none"> <li>• The California Healthy Kids Survey (CHKS) allows OUSD to disaggregate newcomer students in order to track their wellness.</li> <li>• Increased participation in extracurricular activities</li> </ul>
2. Increase in the number of eligible students who meet grade level requirements	<ul style="list-style-type: none"> <li>• The accumulation of credits towards graduation as well as student scores on the district's reading inventory are available on our student information system (AERIES). Newcomer and refugee/asylee students are tagged for easy tracking.</li> </ul>
3. Improved English-language proficiency	<p>The initial and annual ELPAC assessment, combined with district reading inventory provides a reliable measure of English language proficiency. Both indicators are used to determine reclassification for ELLs.</p>
4. Improved academic performance	<p>Multiple measures of academic performance are kept and can be disaggregated for newcomers and refugee/asylee students. Specifically:</p> <ul style="list-style-type: none"> <li>• GPA</li> <li>• Newcomer Early Warning Dashboard - flag students at high risk for interventions</li> <li>• District reading inventory (SRI) to measure reading growth</li> </ul>

Outcomes	Indicators
5. Improved school attendance rates	OUSD monitors student attendance closely and maintains chronic absence data for all students. The percent of newcomers and refugee/asylee students who are chronically absent can be monitored over time.
6. Increase in high school diploma or CHSEC attainment	<ul style="list-style-type: none"> <li>• The refugee flag in our database allows us to track high school graduation rates for newcomers and, specifically, refugee students.</li> </ul>
7. Improved newcomer student participation in activities that foster community building	<ul style="list-style-type: none"> <li>• We will track the number of participants in Soccer Without Borders programming as well as students served by the Newcomer Intervention Specialist.</li> </ul>
8. Improved newcomer family participation in activities that foster community building	<ul style="list-style-type: none"> <li>• We will track the number of parents that engage with the Newcomer Intervention Specialist</li> </ul>
9. Improved participation in consumer education activities	<ul style="list-style-type: none"> <li>• We will track the number of participants in Soccer Without Borders programming as well as students served by the Newcomer Advisor.</li> </ul>
10. Improved coordination between the school district and local services providers network	<ul style="list-style-type: none"> <li>• We will report on the number of annual meetings between OUSD staff and the local Refugee Resettlement Agencies, County Refugee Coordinator, Community Based Organizations, and East Bay Refugee Forum</li> </ul>
11. Increase in student and family involvement	<ul style="list-style-type: none"> <li>• Track the number of eligible students and families that are served by the CalNEW project staff and activities.</li> </ul>
12. Increase in referrals to providers that address gaps in services	<ul style="list-style-type: none"> <li>• Measure baseline number of referrals and track rate throughout the CalNEW project</li> </ul>

### Budgets

16. How much funding are you requesting? Final award amounts shall be awarded at CDSS' sole discretion and subject to the availability of funds.

OUUSD requests an allocation of \$719,026 per year of the grant cycle, for a total of \$2,157,078 over the course of the three year grant period.

17. How many eligible students do you plan to serve? This figure should be the same as the anticipated caseload noted on the cover page of this application.

As stated in question #2, there were 656 eligible students (refugees and asylees that have been in the US for 5 years or less) in academic year 2016-17. Since 2013, we have referred 1,747 students (1,129 Unaccompanied Minors and 618 other asylum-seeking children from Central America) to our legal service provider partners Centro Legal de la Raza and East Bay Sanctuary Covenant (EBSC).

So far, over 200 of those students have been granted asylum through Centro Legal or EBSC, at which point their attorneys have assisted in collecting the I-94 and sharing it with OUUSD for data collection and eligibility purposes. Thanks to the efforts of Centro Legal and EBSC, hundreds of other students are represented by pro-bono or low-cost private attorneys in the community. This has been an incredible community effort. However, unfortunately for us, those attorneys do not necessarily know about the programs that asylee students may access in OUUSD and therefore do not refer to us once their Asylum has been granted.

According to the United Nations High Commissioner for Refugees, at least 58% of Unaccompanied Minors are eligible for Asylum in the US. Here in Oakland, our legal service provider partners report that well over 90% of their Asylum applications have been successful. However, due to administrative delays at the San Francisco Asylum Office, the average wait time for an asylum interview is currently at least 2 years.

19. Complete a proposed budget narrative that shows the correlation between the proposed budget, project activities, and the number of students to be served. If applicable, complete the Subcontractors Table (Page 21).

Categories	Proposed Budget	Justification	Activity
1. Personnel	\$474,000	8 Newcomer Assistants @ \$39,000/each (\$312,000), 1 Newcomer Intervention Specialist @ \$78,000, 1 Newcomer Career and Pathway Advisor @ \$72,000, 2 summer school teachers @ \$6,000 (\$12,000)	Provide targeted academic assistance to newcomer students to address basic English skills and literacy development, leverage interventions in coordination with parents to maintain student enrollment and engagement, support and develop culturally-responsive college and career readiness activities for newcomers, and extend summer school instruction.
2. Fringe Benefits	\$186,960	OUSD fringe benefits estimated at 40% for full time positions above (\$184,800) plus 18% fringe estimate for summer school positions (\$2,160)	Fringe benefits for activities named above.
3. Substitutes	\$ -		
4. Travel	\$ -		
5. Instructional Supplies and Materials	\$ -		
6. Equipment and Other Supplies	\$ -		
7. Other (Specify)	\$ 20,000	Soccer Without Borders	Provide extended learning and engagement opportunities that support health and wellness as well as academic engagement.
8. Total Direct Charges (sum of 1-7)	\$680,000		
9 Indirect Charges	\$ 38,066		
<b>TOTAL (sum of 8 and 9)</b>	<b>\$ 719,026</b>		

**Subcontractors  
Table**

<b>Subcontractor and Primary Contact Name</b>	<b>Proposed Budget Amount</b>	<b>Services and Activities Performed</b>	<b>Phone</b>	<b>E-mail</b>
Soccer Without Borders	\$ 20,000	New/expanded programming at two additional high school and middle school sites.	(510) 859-4874	ben@soccerwithou tborders.org
	\$			
	\$			
	\$			
	\$			
	\$			

Submission of this application further constitutes an assurance that the  
aforementioned subcontractors shall agree to the certification described in the  
CalNEW RFA Appendix F, *Nondiscrimination Clause*.