

| Board Office Use: Legislative File Info. | |
|------------------------------------------|---------|
| File ID Number | 14-0237 |
| Introduction Date | 4-9-14 |
| Enactment Number | 14-0578 |
| Enactment Date | 4/9/14 |



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
Gary Yee Ed.D., Superintendent

From By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations *VEH*

Board Meeting Date 4-9-14
(To be completed by Procurement)

Subject Professional Services Contract Amendment - 1
International Rescue Committee Oakland CA (Contractor, City/State) -
922/TSF Refugee Program- FSCP (site/department)

Action Requested Ratification by the Governing Board of the amendment to the professional services contract between the District and International Rescue Committee. Services to be primarily provided to 922/TSF Refugee Program- FSCP for the period of 10/1/2013 through 06/30/2014, in an amount not to exceed \$ 31,735.00.

Background
A one paragraph explanation of why an amendment is needed.

Funded by the US Office Of Refugee Resettlement and Title III Immigrant Funds, the OUSD'S Refugee and Asylee Student Assistance Program provides supportive educational services to newly-arrived refugee families who have arrived under the auspices of the US government, and through federally-contracted resettlement agencies. In alignment with the OUSD's Title II plan, the RASAP will extend its contract with the International Rescue Committee, the largest local refugee resettlement agency, to support the transitions of newly-arrived refugees into US schools by liaising with RASAP programs and OUSD schools, facilitating minority language interpretation, and facilitating enrollment into OUSD programs (summer school, parent workshops, ELD classes, etc).

Discussion
One paragraph summary of the amended scope of work.

Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between the District and International Rescue Committee, Oakland, CA, for the latter to provide school liaison and educational orientation services for newly-arrived refugee families within OUSD for the period of January 1, 2014 through June 30, 2014, in the amount of \$31,735.00, increasing the agreement from \$10,000.00 to an amount not to exceed \$41,735.00.

Recommendation Ratification by the Governing Board of the amendment to the professional services contract between the District and International Rescue Committee. Services to be primarily provided to 922/TSF Refugee Program- FSCP for the period of 10/1/2013 through 06/30/2014, in an amount not to exceed \$ 31,735.00.

Fiscal Impact Funding resource name (please spell out) 4216 / Refugee Transitional Families
not to exceed \$31,735.00

Attachments

- Contract Amendment
- Copy of original contract

| | |
|-------------------|---------|
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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and International Rescue Committee (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on October 1, 2013, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work has changed. ONLY the funding source has changed.
If the scope of work has changed: Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
 Revised scope of work attached. OR, The CONTRACTOR agrees to provide the following amended services:
 Services are the same but we are funding additional hours from the contractor due to Refugee Transitional Families funds becoming available.

2. **Terms** (duration): The term of the contract is unchanged. The term of the contract has changed.
If the term has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____.

3. **Compensation:** The contract price is unchanged. The contract price has changed.
If the compensation has changed: The contract price is amended by
 Increase of \$ 31,735.00 to original contract amount
 Decrease of \$ _____ to original contract amount
 and the new contract total is forty one thousand seven hundred thirty five dollars (\$41,735.00)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**
 There are no previous amendments to this Agreement. This contract has previously been amended as follows:

| No. | Date | General Description of Reason for Amendment | Amount of Increase (Decrease) |
|-----|------|---------------------------------------------|-------------------------------|
| | | | \$ |
| | | | \$ |
| | | | \$ |

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education
 Superintendent or Designee

Edgar Rakostrow, Jr., Secretary
 Board of Education

4/10/14
 Date

4/10/14
 Date

CONTRACTOR

[Signature]
 Contractor Signature 1/13/14
 Date

MONA MASRI, EXECUTIVE DIRECTOR
 Print Name, Title

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Ratification by the Board of Education of a Professional Services Contract between the District and the International Rescue Committee, Oakland, CA, for the latter to provide school liaison and educational orientation services for newly-arrived refugee families in the OUSD for the period of January 1, 2014 through June 30, 2014 in an amount not to exceed \$31,735.

SCOPE OF WORK

International Rescue Committee will provide a maximum of 1,050.00 hours of services at a rate of \$ 39.74 per hour for a total not to exceed \$41,735.00. Services are anticipated to begin on 10/1/2013 and end on 06/30/2014.

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

In alignment with the OUSD's Refugee & Asylee Student Assistance Program, The Refugee School Impact Grant, and the OUSD's Title III plan, the IRC (Contractor) will provide a key staff liaison to work between resettlement caseworkers, the OUSD's Refugee & Asylee Student Assistance Program, and Oakland International High School's Family Learning Center. Contractor will facilitate expedited student enrollment for coming influx of refugee families, ensure optimal student placement, coordinate translation and interpretation support for language minority students, support teachers and school site staff to learn more about refugee populations and needs, connect students to summer enrichment opportunities, coordinate family workshops and ongoing family-school engagement, and conduct extensive outreach for OIHS/OUSD adult education classes and summer programs. As a result of the Contractor's work, 100% of Oakland's newly-arrived refugee families will enroll their children in school as soon as possible, receive supportive school-related orientations, attend at least one family workshop at the OUSD's Refugee Program, and enroll in OUSD/community summer programs. The services will remain the same but now that funds from Refugee Transitional Families are available, we are increasing the number of hours over the course of the fiscal year.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Contractor will provide enrollment support to more than 30 newly-arrived refugee students; will connect more than 50 refugee students to after school & enrichment programming; will facilitate family orientations and workshops for more than 40 refugee parents; will co-facilitate more than 10 parent meetings; and will assist with summer enrollment for more than 100 refugee students.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- | | |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <input type="checkbox"/> Ensure a high quality instructional core | <input type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input checked="" type="checkbox"/> Full service community district |

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: _____

 - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 1. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-



Northern California

Rescue.org/NorthernCalifornia

Rev. 10/10/13

The IRC in Northern California was initially established with the San Francisco office in 1975 to serve the needs of Southeast Asian refugees who were airlifted to the U.S. after the fall of Saigon. Since that time, the office has expanded to respond to each new refugee crisis as it has arisen, providing resettlement opportunities to more than 28,000 refugees from more than 30 countries. In 2011, it was determined that the administrative centralization of the San Francisco office in to the Oakland office would provide better support for the Northern California Region. The four regional offices in Oakland, Sacramento, San Jose, and Turlock provide critical resettlement programs and services to refugees and asylees that include reception, placement, housing, employment, and immigration. Programs and services are currently being expanded to include health, financial literacy, food security, and economic development.



MAJOR POPULATIONS

Resettled in FY10: 476 – Afghanistan, Bhutan, Burma, Iran, Iraq

Resettled in FY11: 650 – Afghanistan, Bhutan, Burma, Eritrea, Iran, Iraq, Sri Lanka

Resettled in FY12: 641 – Afghanistan, Bhutan, Burma, Eritrea, Iran, Iraq, Sri Lanka

Resettled in FY13: 793 – Afghanistan, Bhutan, Burma, Eritrea, Iran, Iraq, Sri Lanka

Projected FY14: 792 – Afghanistan, Bhutan, Burma, Eritrea, Iran, Iraq, Sri Lanka, Republic of Congo

MAJOR PROGRAMS

- **Employment:** The IRC provides vocational counseling, resume preparation, jobs class, job search and placement services, and financial assistance for basic needs to over 300 clients a year. An annual Summer Program is currently being developed to prepare the children of refugees, asylees, and immigrants in financial responsibility and job readiness.
- **Reception & Placement (Resettlement):** Through a partnership with the Department of State, the IRC Northern CA assists over 600 refugees to resettle in the U.S. every year. IRC staff and volunteers meet refugees at the airport and provide initial housing, furnishing, food, and clothing. Additional services include employment assistance, health and social service referrals, vocational training, English-language classes, and orientation to their new community.
- **Academic, Career Training, and Professional Recertification Scholarships:** IRC offers scholarships for economic advancement to refugee clients that are interested in career training, academic pursuits, or recertification in their profession.
- **Immigration Legal Services:** The IRC offers high-quality, low-cost immigration legal services including representation in connection with filing of applications and petitions for adjustment of status, family reunification, naturalization, and other immigration benefits. Additionally, the IRC also offers classes in English-language and civics to prepare individuals for naturalization. In December 2012, IRC Oakland and San Jose began providing services to immigrants interested in applying for Deferred Action for Childhood Arrivals (DACA).
- **Asylee Orientation:** The IRC offers an orientation service covering document issues and benefit programs accessible to new asylees. A comprehensive presentation of issues ranging from housing, healthcare, education, employment, and immigration will be covered.
- **Volunteer and in-kind donations:** The IRC raises over \$250,000 in in-kind donations and volunteer time to support newly arrived refugees. Volunteers help with job search,

navigating community resources and public transportation, ESL class and tutoring, and family mentoring.

New Programming in 2012-2013

- **Financial Literacy:** The IRC aims to provide a foundation for economic independence through financial literacy training. This program is currently volunteer run and courses presenting an overview of the American financial culture including banking, credit, and how to make financial decisions.
- **Health Access:** The IRC has developed a program to educate refugee and asylee clients on how to stay healthy and to provide assistance in navigating and accessing local medical care, insurance and mental health services in their new communities.
- **New Roots:** In Partnership with like-minded non-profits involved in urban agriculture, IRC has accessed farmland in Pinole, CA that will provide an opportunity for refugees and asylees to become urban agriculture micro-producers. In addition, IRC is developing a community gardening program for refugees to supplement their income with healthy produce, and provide a community space for well-being and community integration activities.
- **Alameda County Employment Consortium:** In 2012, the IRC brought together the top service providers for Vocational English as a Second Language (VESL) training and Employment Services in Alameda County to streamline services to the refugee and immigrant community. IRC coordinates with Consortium partners VESL and Employment Services to 100 newly arrived refugees and asylees each year. The Consortium serves Limited English Proficient (LEP) clients that are receiving County cash assistance including Non-Citizen Victims of Human Trafficking and Domestic Violence (TCVAP) and Refugee Cash Assistance (RCA).

OPERATIONS

Staff: 31 full-time and 5 part-time staff members.

Sub-offices: Oakland, Sacramento, San Jose, and Turlock.

Budget and Major Funding Sources: Projected FY14 Budget: \$ 4,624,817– PRM, ORR, State and County governments, private foundations, corporations, individual donors, and other community support.



Executive Director: Mona Masri joined the Northern California office as Executive Director in August 2013. Her previous work includes ten years at Citibank, serving most recently as Senior Vice President of Community Development. Mona has an outstanding track record and a wealth of experience working in community development, partnership building and economic opportunity programming. She has developed extensive connections in the Bay area through her work at Citibank and her roles as a board member for Catholic Charities in Santa Clara, the Mission Asset Fund, and a former advisory member of the Silicon Valley Community Foundation.

INTERNATIONAL RESCUE COMMITTEE

405 14th Street, Suite 1415 ■ Oakland, CA 95612 ■ +1 510 452 8222 ■ Rescue.org/NorthernCalifornia



To Whom it May Concern:

The International Rescue Committee accepts responsibility for fingerprinting and TB testing of all employees working at OUSD. The IRC employee listed below is working at OUSD and has tested negative for tuberculosis. TB test results will be available to OUSD upon demand.

Kajal Shahali ATI #M325SHK024

The above listing will accompany each invoice when sent to OUSD for payment.

Regards,

Audra Brown

AMENDMENT ROUTING FORM

2013-2014

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1

Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement.

1. Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. If contract total amount has increased, the scope of work has changed. OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**
4. OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition.

When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.

Attachment Checklist

- Contract amendment packet including Board Memo and Amendment Form
- Amended Scope of work (Be specific as to what additional work is being done by this consultant.)
- A Board Approved copy of the original contract and any prior Amendments.

OUSD Staff Contact Emails about this contract should be sent to: (Required) nathaniel.dunstan@ousd.k12.ca.us

Contractor Information

| | | | | | | |
|------------------|--------------------------------|------------------|-----------------------|-------|----|-----------|
| Contractor Name | International Rescue Committee | Agency's Contact | Mona Masri | | | |
| OUSD Vendor ID # | 1004271 | Title | Executive Director | | | |
| Street Address | 405 14th St Suite 1415 | City | Oakland | State | CA | Zip 94612 |
| Telephone | (510) 452-8222 | Email | Mona.Masri@rescue.org | | | |

Compensation and Terms – Must be within the OUSD Billing Guidelines

| | | | | | | |
|------------------------------|--------------|----------------------------|-----------|----------|------------|--|
| Original Contract Amount | \$ 10,000.00 | Original PO Number | P1403799 | | | |
| Amended Amount | \$ 31,735.00 | New Requisition # | R0409263 | | | |
| New Total Contract Amount | \$ 41,735.00 | Start Date | 10/1/2013 | End Date | 06/30/2014 | |
| Pay Rate Per Hour (Required) | 39.74 | Number of Hours (Required) | 1,050.00 | | | |

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

| | | | | |
|------|---------------|------------|------|--------------|
| 4216 | Ref Trans Fam | 9221205202 | 5825 | \$ 31,735.00 |
| | | | 5825 | \$ |
| | | | 5825 | \$ |

Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

| | | | | |
|----|-------------------|-------------------------------|---------------|---------|
| 1. | Site / Department | 922/TSF Refugee Program- FSCP | | |
| | Signature | <i>[Signature]</i> | Date Approved | 1/14/14 |
| 2. | Signature | <i>[Signature]</i> | Date Approved | 1/24/14 |
| | Signature | <i>[Signature]</i> | Date Approved | |
| 3. | Signature | | Date Approved | |
| 4. | Signature | <i>[Signature]</i> | Date Approved | 2-7-14 |
| 5. | Signature | | Date Approved | |

| | | | |
|-----------------------------------------------|---------------|-----------------|----------|
| Legal Required if not using standard contract | Approved | Denied - Reason | Date |
| Procurement | Date Received | PO Number | P1403799 |



| | |
|-------------------------------------------------|------------------|
| Board Office Use: Legislative File Info. | |
| File ID Number: | 13-2853 |
| Introduction Date: | 0 1-29-14 |
| Enactment Number: | 1A-0168 |
| Enactment Date: | 1-29-14 <i>Y</i> |



OAKLAND UNIFIED
SCHOOL DISTRICT

1 1 1 1 tude

Memo

To: Board of Education
From: GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent
Board Meeting Date: 01/15/2014
Subject: Professional Service Contract
Contractor: International Rescue Committee of Oakland, CA
Services for: 922-COMPLEMENTARY LEARNING

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and International Rescue Committee, Oakland, CA, for the latter to provide: school liaison and educational orientation services for newly-arrived refugee families in the OUSD. for the period of 10/01/2013 through 06/30/2014 in an amount not to exceed \$10,000.00.

Background:

(A one paragraph explanation of why the consultant's services are needed.)

Funded by the U.S. Office of Refugee Resettlement and Title III Immigrant Funds, the OUSD's Refugee & Asylee Student Assistance Program provides supportive educational services to newly-arrived refugee families who have arrived under the auspices of the U.S. government, and through federally-contracted resettlement agencies. RASAP will contract the International Rescue Committee, the largest local resettlement agency, to support the transitions of newly-arrived refugees into U.S. schools by liaising with RASAP programs & OUSD schools, facilitating minority language interpretation, and facilitating enrollment into OUSD programs (summer school, parent workshops, ELD classes, etc).

Discussion:

(QUANTIFY what is being purchased.)

school liaison and educational orientation services for newly-arrived refugee families in the OUSD.

| | |
|-------------------------------------------------|---------|
| Board Office Use: Legislative File Info. | |
| File ID Number: | 13-2853 |
| Introduction Date: | 1-29-14 |
| Enactment Number: | 1A-C168 |
| Enactment Date: | 1-29-14 |



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students

Fiscal Impact: Funding resources below not to exceed \$10,000.00

\$10,000.00 IASA-I BASIC GRANTS LOW INCOME

Attachments: Professional Services Contract including Scope of Work
Waiver Summary
Resume / Statement of Qualifications
EPLS Search Results Page
Insurance Certification (if no Waiver was granted)

Professional Services Contract

OUSD Representative:

Name: BARBARA MCCLUNG
Site /Dept.: 922-COMPLEMENTARY LEARNING
Address: 746 Grand Avenue
Oakland, CA 94601
Phone: 617-699-5114

CONTRACTOR:

Name: Hans Van De Weerd
Title: CEO
Address: 405 14th Street Suite 1415
Oakland, CA 94612
Phone: 510-452-8222

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

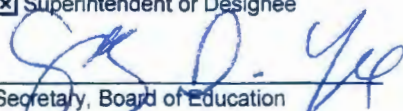
12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.
 CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplis/search.do>)
- 25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

MARIA SANTOS 12/09/2013
 President, Board of Education Date
 Superintendent or Designee

 Secretary, Board of Education 1-30-14
Date

CONTRACTOR

Hans Van De Weerd 12/09/2013
 Contractor eSignature Date
 Hans Van De Weerd, CEO
 Print Name, Title

File ID Number: 13-2853
 Introduction Date: 1-29-14
 Enactment Number: 14-0168
 Enactment Date: 1-29-14
 By:

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

In alignment with the OUSD's Refugee & Asylee Student Assistance Program, The Refugee School Impact Grant, and the OUSD's Title III plan, the IRC (Contractor) will provide a key staff liaison to work between resettlement caseworkers, the OUSD's Refugee & Asylee Student Assistance Program, and Oakland International High School's Family Learning Center. Contractor will facilitate expedited student enrollment for coming influx of refugee families, ensure optimal student placement, coordinate translation and interpretation support for language minority students, support teachers and school site staff to learn more about refugee populations and needs, connect students to summer enrichment opportunities, coordinate family workshops and ongoing family-school engagement, and conduct extensive outreach for OIHS/OUSD adult education classes and summer programs. As a result of the Contractor's work, 100% of Oakland's newly-arrived refugee families will enroll their children in school as soon as possible, receive supportive school-related orientations, attend at least one family workshop at the OUSD's Refugee Program, and enroll in OUSD/community summer programs. This support will expedite student enrollment, increase student attendance, improve English Language development, and increase parent participation and school-family connectedness--all of which will improve upon newcomer students' capacities to more fully engage in school, learn English, and catch up to grade level.

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Contractor will provide enrollment support to more than 30 newly-arrived refugee students; will connect more than 50 refugee students to after school & enrichment programming; will facilitate family orientations and workshops for more than 40 refugee parents; will co-facilitate more than 10 parent meetings; and will assist with summer enrollment for more than 100 refugee students.

3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- | | |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <input type="checkbox"/> Ensure a high quality instructional core | <input type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input checked="" type="checkbox"/> Full service community district |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

Action Item included in Board Approved CSSSP: (no additional documentation required)

– Item Number(s): Not Applicable
Private School or
OUSD Department

Action Item added as modification to Board Approved CSSSP – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.



ContractsOnline: Contract Waiver Summary

Site Number-Name: 922-COMPLEMENTARY LEARNING

Principal / Department Head: BARBARA MCCLUNG

Contractor Name: Hans Van De Weerd

Business Name: International Rescue Committee

Contract Type: Standard

Anticipated Start Date: 10/01/2013

Contract End Date: 06/30/2014

Rate Type: FLAT

Contract Amount: \$10,000.00

Applicable Waivers

Approved by Risk Management

Insurance-Reduction Waiver Status: NA

Waiver-Reduction Type: \$1,000,000 Required

Other Reduction Amount: NA

Approval Date:

Approved by Deputy Superintendent

Billing Waiver Status: Approved

Approval Date: 12/09/2013

Fingerprint Waiver Status: NA

Approval Date:

TB Test Waiver Status: NA

Approval Date:



Northern California

Rescue.org/NorthernCalifornia

The IRC in Northern California was initially established with the San Francisco office in 1975 to serve the needs of Southeast Asian refugees who were airlifted to the U.S. after the fall of Saigon. Since that time, the office has expanded to respond to each new refugee crisis as it has arisen, providing resettlement opportunities to more than 30,000 refugees from more than 30 countries. In 2011, it was determined that the administrative centralization of the San Francisco office in to the Oakland office would provide better support for the Northern California Region. The four regional offices in Oakland, Sacramento, San Jose, and Turlock provide critical resettlement programs and services to refugees and asylees that include reception, placement, housing, employment, and immigration. Programs and services are currently being expanded to include health, financial literacy, food security, and economic development.



MAJOR POPULATIONS

Resettled in FY10: 476 – Afghanistan, Bhutan, Burma, Iran, Iraq

Resettled in FY11: 650 – Afghanistan, Bhutan, Burma, Eritrea, Iran, Iraq, Sri Lanka

Resettled in FY12: 641 – Afghanistan, Bhutan, Burma, Eritrea, Iran, Iraq, Sri Lanka

MAJOR PROGRAMS

- **Employment:** The IRC provides vocational counseling, resume preparation, jobs class, job search and placement services, and financial assistance for basic needs to over 300 clients a year. An annual Summer Program is currently being developed to prepare the children of refugees, asylees, and immigrants in financial responsibility and job readiness.
- **Reception & Placement (Resettlement):** Through a partnership with the Department of State, the IRC Northern CA assists over 600 refugees to resettle in the U.S. every year. IRC staff and volunteers meet refugees at the airport and provide initial housing, furnishing, food, and clothing. Additional services include employment assistance, health and social service referrals, vocational training, English-language classes, and orientation to their new community.
- **Academic, Career Training, and Professional Recertification Scholarships:** IRC offers scholarships for economic advancement to refugee clients that are interested in career training, academic pursuits, or recertification in their profession.
- **Immigration Legal Services:** The IRC offers high-quality, low-cost immigration legal services including representation in connection with filing of applications and petitions for adjustment of status, family reunification, naturalization, and other immigration benefits. Additionally, the IRC also offers classes in English-language and civics to prepare individuals for naturalization. In December 2012, IRC Oakland and San Jose began providing services to immigrants interested in applying for Deferred Action for Childhood Arrivals (DACA).
- **Asylee Orientation:** The IRC offers an orientation service covering document issues and benefit programs accessible to new asylees. A comprehensive presentation of issues ranging from housing, healthcare, education, employment, and immigration will be covered.
- **Volunteer and in-kind donations:** The IRC raises over \$250,000 in in-kind donations and volunteer time to support newly arrived refugees. Volunteers help with job search, navigating community resources and public transportation, ESL class and tutoring, and family mentoring.

New Programming

- **Financial Literacy:** The IRC aims to provide a foundation for economic independence through financial literacy training. This program is currently volunteer run and courses presenting an overview of the American financial culture including banking, credit, and how to make financial decisions.
- **Health Access:** The IRC has developed a program to educate refugee and asylee clients on how to stay healthy and to provide assistance in navigating and accessing local medical care, insurance, and mental health services in their new communities.
- **New Roots:** In Partnership with like-minded non-profits involved in urban agriculture, IRC has accessed farmland in Pinole, CA that will provide an opportunity for refugees and asylees to become urban agriculture micro-producers. In addition, IRC is developing a community gardening program for refugees to supplement their income with healthy produce, and provide a community space for well-being and community integration activities.

OPERATIONS

Staff: 23 full-time and 3 part-time staff members.

Sub-offices: Oakland, Sacramento, San Jose, and Turlock.

Budget and Major Funding Sources: \$3,727,470 – PRM, ORR, State and County governments, private foundations, corporations, individual donors, and other community support.



Executive Director Hans Van de Weerd formerly was the Director General/Chief Executive Officer of Medecins Sans Frontieres (MSF), Netherland Office from 2008 – 2011. Before that he was Interim Deputy Director – Campaign for Access to Essential Medicines, Geneva, Switzerland, New Delhi, India. Country Director India/MSF and Country Director Iraq/MSF. For MSF Hans recently implemented health care projects in 25 countries with a total budget of \$190 million directing effort of 1,000 expatriate staff and 5,000 national staff members. Hans was also placed in an interim position for global campaign organization to direct and actualize mission for improving access to medicines, diagnostics and vaccines to

stimulate the development and research into new drugs and medical devices. He has industry experience in Non-Profit/medical-healthcare/financial services–banking/government Hans has a Master of Science, Public Health, London School of Hygiene and Tropical Medicine and A Master of Science, European Studies, University of Amsterdam, Amsterdam. Hans speaks Dutch, English, French and German

INTERNATIONAL RESCUE COMMITTEE

405 14th Street, Suite 1415 ■ Oakland, CA 95612 ■ +1 510 452 8222 ■ Rescue.org/NorthernCalifornia



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/26/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------------------|-----------------------------|
| PRODUCER Willis of New York, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191 | CONTACT NAME: | | |
| | PHONE (A/C, NO, EXT): | 877-945-7378 | FAX (A/C, NO): 866-243-9412 |
| | E-MAIL ADDRESS: | certificates@willis.com | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: | Hartford Fire Insurance Company | 19682-001 |
| INSURED International Rescue Committee 122 East 42nd Street, 12th Floor New York, NY 10168 | INSURER B: | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| | INSURER F: | | |

COVERAGES

CERTIFICATE NUMBER: 20738064

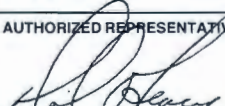
REVISION NUMBER: See Remarks

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADD'L INSRD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | Y | | 10UUNJT8848 | 10/1/2013 | 10/1/2014 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | 10UUNJT8848 | 10/1/2013 | 10/1/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 10WBLO5455 | 10/1/2013 | 10/1/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 10/4/2013 WITH ID: 20577603**Oakland Unified School District is included as an Additional Insured as respects to General Liability.****General Liability policy shall be Primary to any other insurance in force for or which may be purchased by Additional Insured.****CERTIFICATE HOLDER****CANCELLATION**

| | |
|---------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Oakland Unified School District Contract Administrator 900 High Street Oakland, CA 94601 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

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