

Board Office Use: Legislative File Info.	
File ID Number	13-0224
Introduction Date	6-26-13
Enactment Number	13-1289
Enactment Date	6-26-13



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** The Board of Education

**From** Tony Smith, Ph.D., Superintendent  
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date**  
(To be completed by Procurement) 6-26-13

**Subject** Professional Services Contract -  
Refugee Transitions Oakland CA (contractor, City State)  
922/Transitional Students & Families-FSCP (site/department)

**Action Requested** Ratification of a professional services contract between Oakland Unified School District and Refugee Transitions. Services to be primarily provided to 922/Transitional Students & Families-FSCP for the period of 12/15/2012 through 08/15/2013.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*

The OUSD has a large & diverse refugee and newcomer student population many of whom have had significant gaps in their education prior to coming to the U.S. (in addition to acute & on-going traumas in many cases) and many of whom speak little to no English when they arrive. In order to engage in school & succeed academically, they require supplemental support (as described in Title III Immigrant supplemental funds). Refugee Transitions (RT) will provide support to the OUSD newcomer community through increased communication and interpretation support for parents and school sites during the 2012-13 school year and throughout the summer, implement a targeted program for the after school program at Roosevelt Middle School, and provide individualized case management for high-need newcomer refugees.

**Discussion**  
*One paragraph summary of the scope of work.*

Ratification by the Board of Education of a Professional Services Contract between the District and Refugee Transitions, Oakland, CA, for the latter to supervise bilingual community members to help with communication needs for language minority communities in the District including the Bhutanese, Burmese, Karen, Karenni and Mam; implement an academic program in the after school program at Roosevelt Middle School for newcomer youth that will include academic support, school connectedness & community building activities with an emphasis on ELD to improve and strengthen academic success; individualized case management and support for high-need newcomer refugees from Burma and Myanmar; consultant will conduct all programming, curriculum design, student recruitment, retention activities, and data collection for the period of December 15, 2012 through August 15, 2013, in an amount not to exceed \$30,000.00.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Refugee Transitions. Services to be primarily provided to 922/Transitional Students & Families-FSCP for the period of 12/15/2012 through 08/15/2013.

**Fiscal Impact** Funding resource name (please spell out) Title III Immigrant  
Trans. Families not to exceed \$ 30,000.00

**Attachments**

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Commercial General Liability Insurance Certification
- TB screening documentation
- Statement of qualifications



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**PROFESSIONAL SERVICES CONTRACT 2012-2013**

This Agreement is entered into between the Oakland Unified School District (OUSD) and Refugee Transitions (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 12/15/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 08/15/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Thirty Thousand Dollars (\$ 30,000.00 ). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  - Individual consultants:
    - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
    - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
    - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
  - Agencies or organizations:
    - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A which shall not exceed a total cost of \$ \_\_\_\_\_.
- CONTRACTOR Qualifications / Performance of Services.**

**CONTRACTOR Qualifications.** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

**Standard of Care.** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:



**OUSD Representative:**

Name: Barbara McClung  
Site /Dept.: 922/Transitional Students & Families-FSCP  
Address: 76 Grand Avenue  
Oakland, CA 94610  
Phone: (510) 273-1533

**CONTRACTOR:**

Name: Laura Vaudreuil  
Title: Executive Director  
Address: 1212 Broadway, Suite 804  
Oakland CA 94612  
Phone: (415) 989-2151

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. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

**8. Invoicing**

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
  - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
  - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

9. **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.

**10. Insurance:**

1. Commercial General Liability Insurance: 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.

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



Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the 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, the 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.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
  1. **Tuberculosis Screening**
  2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial:   *JV*  

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).



Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **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.
- 25. **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.
- 26. **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.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District'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.
- 28. **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.
- 29. **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.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of 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/eplsearch.do>)

Summary of terms and compensation:

Anticipated start date: Dec 15 2012 Work shall be completed by: Aug 15, 2013 Total Fee: \$30,000

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos

- President, Board of Education
- Superintendent or Designee

Certified:

Edgar Rakestraw, Jr.

Secretary, Board of Education  
Edgar Rakestraw, Jr., Secretary  
Board of Education

5-30-2013  
Date

8/27/13  
Date

CONTRACTOR

[Signature]  
Contractor Signature

1/10/13  
Date

Laura Vaudreuil 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 Refugee Transitions, Oakland, CA, for the latter to supervise bilingual community members to help with communication needs for language minority communities in the District including the Bhutanese, Burmese, Karen, Karenni and Mam; implement an academic program in the after school program at Roosevelt Middle School for newcomer youth that will include academic support, school connectedness & community building activities with an emphasis on ELD to improve and strengthen academic success; individualized case management and support for high-need newcomer refugees from Burma and Myanmar; consultant will conduct all programming, curriculum design, student recruitment, retention activities, and data collection for the period of December 15, 2012 through August 15, 2013, in an amount not to exceed \$30,000.00.

**SCOPE OF WORK**

Refugee Transitions will provide a maximum of 600.00 hours of services at a rate of \$ 50.00 per hour for a total not to exceed \$30,000.00. Services are anticipated to begin on 12/15/2012 and end on 08/15/2013.

**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.

CBO Refugee Transitions (RT) will 1) recruit, train, manage & stipend bilingual refugee community navigators (CNs) to help with educationally focused communication needs for the following refugee & newcomer student populations who have limited English skills and are language minorities in the OUSD: Bhutanese (Nepali speakers), Burmese, Karen, Karenni and Mam. CNs will provide translation at monthly meetings, during parent-teacher conference, for summer school outreach and on an "as needed" basis for school sites. 2) RT will provide an after school program at Roosevelt Middle School. RT lead teacher will coordinate with the ELL/Newcomer teachers at Roosevelt, will oversee all student recruitment and retention, and will conduct program implementation & record keeping. 3) RT will provide targeted case management for high-need newcomer students from the Burmese refugee community including home visits, translation support during parent meetings, community meetings, and IEPs and other highly-sensitive situations.

**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.

Through this contract, all Karen, Karenni, Burmese and Nepali refugee families will have more access to translation and interpretation services through the school district, allowing them to communicate with various OUSD programs and offices, their children's teacher and school site staff, and providing them better information and access to programming and support services within the OUSD and community such as after school programs, summer programs, parent workshops, parent-teacher conferences, etc. Additionally, approximately 20 newly resettled refugee and asylee students at Roosevelt Middle School will receive direct support through ongoing after school programming that will focus on English acquisition, homework help and school connectedness. This program will support these students academically, helping them succeed in middle school and better preparing them to succeed in high school. Finally, through a targeted system of case management for specific refugee families from Burma/Myanmar, RT will provide needed support in high-need situations. Overall, RTs support will help students and parents better navigate the educational system and it will held the OUSD ensure access to the services that these students need.

**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 checked="" 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 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.
-



## **Refugee Transitions' Statement of Qualifications:**

Refugee Transitions (RT) is a nonprofit education and social service organization that began in 1982. Its mission is to assist low-income refugee and immigrant families in becoming self-sufficient in the U.S. by providing services that help them attain the English language, life, job, and academic skills they need to succeed in their new communities. In 2012, RT's programs provided individualized home-based tutoring and after-school support for over 1,000 refugee and immigrant youth and adults.

Refugee Transitions has extensive experience working with both newly-arrived refugee families as well as refugees who have been in the United States most of their lives, and is connected with numerous refugee families and service providers. The agency provides English language and civics education instruction for adults and is funded by the California Department of Education's EL Civics Program. Refugee Transitions also provides tutoring and mentoring for youth through its Bridge-2-Success Youth Development Program and collaborates with the Oakland Unified School District (OUSD) to serve youth throughout the district. The agency is quick to respond to the needs of numerous refugee communities and fill gaps in services.

Refugee Transitions began its partnership with OUSD in 2006 when the agency helped launch the district's Refugee & Asylee Student Assistance Program, which supports families through the school enrollment process, helps families enroll in after-school tutoring programs and access other educational support, and directs families to medical, mental health, housing, legal services, etc. In 2007 RT expanded that partnership to start an after-school program at Oakland International High School--which is currently in its sixth year—and in 2012 expanded to start an after-school program at Roosevelt Middle School and Manzanita Elementary School.

Through funding from the Refugee & Asylee Student Assistance Program in 2012, RT was able to expand its after school program to Roosevelt Middle School in order to serve 20 refugee youth from Burma and Bhutan as well as few asylees from Guatemala. The program has been very successful and will continue through the 2012-2013 academic year if funding is approved. Furthermore, RT secured funding from Manzanita Elementary School to provide tutoring a few days per week for a small number of socially and linguistically isolated Karen refugees from Burma. A contract from OUSD is pending.

At Oakland International High School RT serves as the lead and fiscal agent for a grant from the Oakland Fund for Children and Youth (OFCY), supporting a collaboration of the high school and two community-based organizations (namely, Soccer Without Borders and RT). RT's after-school tutoring program is held for two hours after school Monday through Thursday during the academic year. RT recruits, trains and supports adult volunteer tutors to help student with their homework. In addition, RT also recruits, trains and supports peer tutors. The peer tutors are naturally compassionate, and have the ability to connect with the students in their native languages, which is critical to reaching students who have very limited English skills. Many of the students in the after-school program do not have parents who can speak, read or write English fluently, and without the after-school program, many of them would have no access to assistance with their homework or with test prep.

The program has been extremely successful in terms of numbers and outcomes. During the fall



2012 semester, average attendance was 60 students per day. Despite the large and growing number of students, we are proud that we have been able to stay close to our target ratio of volunteer tutors to students, averaging 1 volunteer tutor to every 5 to 6 students. Refugee Transitions collected data for the entire student body at OIHS which had 328 students during the 2011-2012 academic year and found:

- Total number of students who attended the after school program at least 1 time: 283 (86%)
- Total number of students who attended at least 8 times (minimum to receive 1 bus monthly bus pass): 192 (58%)
- Total number of students who attended the after school program at least 16 times (considered "regular attending") : 141 (43%)
- **Total GPA for 141 students who attended the after school program 16-129 times: 3.30 (.55 points higher than the school's average of 2.75).**

Two of RT's programs provide leadership training to adults and youth in Oakland's refugee communities so that they can help their peers navigate life in the U.S. Through the RT Refugee Youth Leadership Program, refugee youth serve as "buddies" for newly-enrolled refugee students at their schools, helping new students navigate the school system and access services like free lunches and after-school program enrollment. Students who are selected to be Refugee Youth leaders receive training, support, and a monthly stipend from RT.

At the beginning of each semester RT recruited, trained, supported and provided stipends to refugee and immigrant youth to serve as peer leaders/tutors in RT's Youth Leadership program and after-school tutoring programs. The success rate of those participating in the program is impressive:

- 100% of youth leaders are on track to complete high school
- 100% of former youth leaders are enrolled in post-secondary institutions (both 2 year and 4 year colleges)

RT's Community Navigator (CN) Internship Program. CN's commit to a minimum of 6 months of work through the clients that RT assigns them to help. Through their trainings and work on behalf of their clients, CN's learn about and network with many local community-based organizations, learn case management and other vocational and administrative skills and provide interpretation. RT staff helps CNIs create resumes, practice interview skills, and search and apply for appropriate jobs. Over the past year, CNIs have been providing interpreting (in Nepali, Karen, and Karenni languages) for OUSD parent meetings. CNs receive a stipend as a token of appreciation for their work.

RT will ensure that accurate fiscal and management practices are undertaken as required by Oakland Unified School System (OUSD). In accordance with OUSD policy, RT ensures that all staff and volunteer tutors are screened before working at OIHS. The agency has systems in place for Department of Justice background checks and TB screenings for over 250 individuals per year. Staff also conducts one-on-one screening interviews with tutors to ensure that they are a good fit for the program.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/2/2012

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).

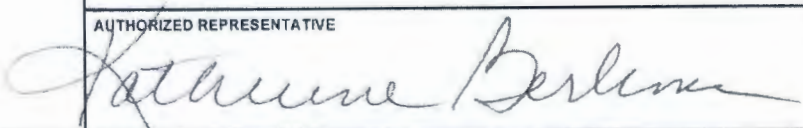
<b>PRODUCER</b> Calender-Robinson Company, Inc. FB0267063 300 Montgomery St., Suite 888 San Francisco CA 94104	<b>CONTACT NAME:</b> Katherine Berkman <b>PHONE (A/C, No, Ext):</b> (415) 978-3800 <b>E-MAIL ADDRESS:</b> kberkman@calrob.com	<b>FAX (A/C, No):</b> (415) 978-3825
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Refugee Transitions 870 Market St. #718 San Francisco CA 49102	<b>INSURER A:</b> Nonprofits' Insurance Alliance	
	<b>INSURER B:</b> Markel Insurance Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL121206677      **REVISION NUMBER:**

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			2012-01419-NPO	1/27/2012	1/27/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> Sexual Misconduct						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Liab @ \$ 250,000						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	<b>AUTOMOBILE LIABILITY</b>			2012-01419-NPO	1/27/2012	1/27/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			2012-01419-UMB-NPO	1/27/2012	1/27/2013	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 1,000,000
		<input type="checkbox"/> CLAIMS-MADE					\$
	DED	RETENTION \$					\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			MWC0006057-02	7/1/2012	7/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)  
 Certificate holder is included as additional insured as per the attached endorsement

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District 1025 Second Avenue Oakland, CA 94606	<b>CANCELLATION</b>  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 



Named Insured: Refugee Transitions

Policy: 2012-01419-NPO

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**WHO IS AN INSURED** (Section II) is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your on-going operations; or
- B. In connection with your premises owned by or rented to you



*Ref'd to Families*  
**FEB 12**  
REG 507  
JAN 31 2013

**Basic Directions**

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement.

Attachment Checklist	<input type="checkbox"/>	For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/>	For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input checked="" type="checkbox"/>	For All Consultants: Results page of the Excluded Party List ( <a href="https://www.epls.gov/epls/search.do">https://www.epls.gov/epls/search.do</a> )
	<input checked="" type="checkbox"/>	For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input checked="" type="checkbox"/>	For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input checked="" type="checkbox"/>	For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact Emails about this contract should be sent to: (required) [renee.mcmearn@ousd.k12.ca.us](mailto:renee.mcmearn@ousd.k12.ca.us)

**Contractor Information**

Contractor Name	Refugee Transitions	Agency's Contact	Laura Vaudreuil
OUSD Vendor ID #	V055591	Title	Executive Director
Street Address	1212 Broadway, Suite 804	City	Oakland
		State	CA
		Zip	94612
Telephone	(415) 989-2151	Email (required)	<a href="mailto:laura@reftrans.org">laura@reftrans.org</a>
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**Compensation and Terms – Must be within the OUSD Billing Guidelines**

Anticipated start date	12/15/2012	Date work will end	08/15/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 50.00	Number of Hours (required)	600.00		

**Budget Information**

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

Resource #	Resource Name	Org Key	Object Code	Amount
4201	Title III Immigrant	9221205203	5825	\$ 30,000.00
	Trans. Families		5825	\$
			5825	\$
Requisition No. (required)	R0311085	Total Contract Amount	\$ 30,000.00	

**Approval and Routing (in order of approval steps)**

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

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

1.	Administrator / Manager (Originator)	Name	Barbara McClung	Phone	(510) 273-1533
	Site / Department	922/Transitional Students & Families-FSCP		Fax	(510) 273-1501
	Signature	<i>[Signature]</i>		Date Approved	12/15/12
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature	<i>[Signature]</i>		Date Approved	1/23/2013
3.	Regional Executive Officer				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
4.	Signature	<i>[Signature]</i>		Date Approved	5-30-2013
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract	Approved	Denied - Reason	Date		
Procurement	Date Received	PO Number	P1306145		

