Board Office Use: Le	gislative File Info.
File ID Number	15-0511
Introduction Date	5/27/15
Enactment Number	15-0723
Enactment Date	5/22/15 a



Memo	
То	Board of Education
From	Antwan Wilson, Superintendent
Board Meeting Date (To be completed by Procurement)	5/21/15
Subject	Professional Services Contract Amendment No1
	Refugee Transitions -
	922/Community School and Student Services Department (site/department)
Action Requested	Ratification by the Board of Education of Amendment No. <u>1</u> to the Professional Services Contract between Oakland Unified School District and <u>Refugee Transitions</u> . Services to be primarily provided to <u>922/Community School and Student Services Department</u> for the period of <u>09/01/2014</u> through <u>06/30/2015</u> .
Background A one paragraph explanation of why an amendment is needed.	Background: 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 finds). Through this contract up to 90 parents and 70 newly resetted refugee and asylee students at Roosevelt Middle School, Bret Harte Middle School, Manzanita Community School and other sites across the district will receive direct support through ongoing after school programming that will focus on English acquisition, homework help and school and better preparing them to succeed in high school. 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.
Discussion One paragraph summary of the amended scope of work.	Ratification by the Board of Education of Amandment No. 1 to the Professional Services Contract between the District and Refugee Transitions, San Francisco, CA, for the latter to provide direct support up to 40 newly resettled refugee and asylee students at Roosevelt Middle School and Bret Harte Middle School 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; contractor will provide a pull-out program at Manzanita Elementary school for 6 hours per week serving up to 20 students during the 2014-2015 school year - this program will focus on English acquisition and one-one tutoring/mentoring for newly arrived refugee students in grades K-5; the contractor will also provide a month-long parent ESL class for up to 90 newly-arrived refugee adults at Franklin elementary school in June 2015; provide home-based lutoring/mentoring for 10 high need and at-risk refugee students K-12 as referred by the OUSD Refugee & Asylee program in the amount \$38,000.00, increasing the contract form \$2,000.00, for an amount not to exceed \$40,000.00, and extending the contract period of September 1, 2014 through October 15, 2014 to June 30, 2015. All terms and conditions of the Contract remain in full force and effect.
Recommendation	Ratification by the Board of Education of Amendment No. <u>1</u> to the Professional Services Contract between Oakland Unified School District and <u>Refugee Transitions</u> . Services to be primarily provided to <u>922/Community School and Student Services Department</u> for the period of <u>09/01/2014</u> through <u>06/30/2015</u> .
Fiscal Impact	Funding resource name (please spell out) 4216/Refugee Transition, 4201/Title 3 Immigram 4203/Title 3-Instruction not to exceed \$38,000.00
Attachments	 Contract Amendment Copy of original contract and any prior amendments

Board Office Use: Le	gislative Elle Info
File ID Number	15-0511
Introduction Date	52715
Enactment Number	15-0723
Enactment Date	5/27/02



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

Refugee Transitions

(CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 09/01/14 and the parties agree to amend that Agreement as follows:

Services: In The scope of work is <u>unchanged</u>.
 If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
 Revised scope of work ettended OR INTRA-CTOR screepe to provide the following amended services:

Revised scope of work attached. OR I The CONTRACTOR agrees to provide the following amended services:

Up to 40 newly resettled refugee and asylee students at Roosevelt Middle School and Bret Harte 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. The contractor will also provide a pull-out program at Manzanita Elementary school for 6 hours per week serving up to 20 students during the 2014-2015 school year. This program will focus on English acquisition and one-one tutoring/mentoring for newly arrived refugee students in grades K-5. The contractor will also provide a month-long parent ESL class for up to 90 newly-arrived refugee adults at Franklin elementary school in June 2015. The contractor will also provide home-based tutoring/mentoring for 10 high need and at-risk refugee students K-12 as referred by the OUSD Refugee & Asylee program.

- Terms (duration): The term of the contract is <u>unchanged</u>.
 If the term has changed: The contract term is extended by an additional <u>32 weeks</u> (days/weeks/months), and the amended expiration date is <u>6/30/2015</u>.
- Compensation: The contract price is <u>unchanged</u>.
 If the compensation has changed: The contract price is amended by
 Increase of \$ <u>38,000.00</u> to original contract amount
 Decrease of \$ ______ to original contract amount

and the new contract total is Forty Thousand dollars (\$40,000.00)

 Remaining Frovisions: 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 Board of Education and/or the Superintendent as their designee.

CONTRACTOR OAKLAND UNIFIED SCHOOL DISTRIC President, Board of Education Superintendent Chief or Deputy Secretary Board of Education Date Rev. 9/17/14 Req. No. R0153200

te Contractor Signature Print Name, Title P.O. No. P1503240

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

 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.

Up to 40 newly resettled refugee and asylee students at Roosevelt Middle School and Bret Harte 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. The contractor will also provide a pull-out program at Manzanita Elementary school for 6 hours per week serving up to 20 students during the 2014-2015 school year. This program will focus on English acquisition and one-one tutoring/mentoring for newly arrived refugee students in grades K-5. The contractor will also provide a month-long parent ESL class for up to 90 newly-arrived refugee adults at Franklin elementary school in June 2015. The contractor will also provide home-based tutoring/mentoring for 10 high need and at-risk refugee students K-12 as referred by the OUSD Refugee & Asylee program.

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.

An academic after school program at Roosevelt Middle School and Bret Harte Middle School for newcomer youth that will include academic support and school connectedness, with an emphasis on ELD to support academic success for 8 hours per week serving up to 30 students during the 2014-2015 school year; and a month-long parent ESL class for up to 90 newly-arrived refugee adults at Franklin elementary school in June 2015; consultant will conduct all programming, curriculum design, student recruitment, retention activities, and data collection. All Refugee Transitions' programs have an emphasis on ELD to support academic success. Consultant will conduct all programming, curriculum design, student recruitment, retention activities, and data collection for the period of 10/16/2014 through 06/30/2015. Overall, Refugee Transitions 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.	•	nent with District Strategic Plan: Indicate the goals all that apply.)	and visions supported by the services of this contract:
	🗌 En	sure a high quality instructional core	Prepare students for success in college and
	De De	evelop social, emotional and physical health	careers
	Cr	eate equitable opportunities for learning	Safe, healthy and supportive schools
	🗌 Hig	gh quality and effective instruction	Accountable for quality
			Full service community district
4.	Alignm	nent with Community School Strategic Site Plan -	- CSSSP (required if using State or Federal Funds):
	Please	e select:	
	Ac Numbe	etion Item included in Board Approved CSSSP (no er:	additional documentation required) – Item
		ction Item added as modification to Board App esource Manager either electronically via email of sca	roved CSSSP – Submit the following documents to the inned documents, fax or drop off.
	a.	Relevant page of CSSSP with action item highlight modification date, school site name, both principal	ed. Page must include header with the word "Modified", and school site council chair initials and date.
	b.	Meeting announcement for meeting in which the CS	SSSP modification was approved.
	C.	Minutes for meeting in which the CSSSP modificati	on was approved indicating approval of the modification

d. Sign-in sheet for meeting in which the CSSSP modification was approved.

		ATE OF LIA				DATE (MM/DD/YYYY)
THIS CERTIFICATE IS ISSUED AS A N CERTIFICATE DOES NOT AFFIRMATIN BELOW. THIS CERTIFICATE OF INSU	ATTER OR	OF INFORMATION ONLY NEGATIVELY AMEND, DOES NOT CONSTITUT	AND CONFERS M	NO RIGHTS	UPON THE CERTIFICATE VERAGE AFFORDED BY	THE POLICIES
REPRESENTATIVE OR PRODUCER, AN IMPORTANT: If the certificate holder is the terms and conditions of the policy,	s an ADD certain p	OITIONAL INSURED, the policies may require an er	policy(ies) must be idorsement. A sta	e endorsed. tement on th	If SUBROGATION IS WA is certificate does not co	VED, subject to ofer rights to the
Certificate holder in lieu of such endors RobuceR			CONTACT Kather: NAME: PHONE (A/C, No. Ext); (415)	ine Berkm		15) 978-3825
Calender-Robinson Company, FB0267063	Inc.		E-MAIL ADDRESS: kberkma	an@calrob		
00 Montgomery St., Suite			INS	SURER(S) AFFOR	NDING COVERAGE	NAIC #
San Francisco CA 94	104				nsurance Alliance ation Insurance	3507.6
efugee Transitions				·····	n Elite Insurance	
70 Market St.			INSURER D :			
Zian Francisco CA 49	102		INSURER E :			<u> </u>
		NUMBER:CL1522121	INSURER F :		REVISION NUMBER:	<u>1</u>
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE- CERTIFICATE MAY BE ISSUED OR MAY F ESCLUSIONS AND CONDITIONS OF SUCH	PERTAIN, POLICIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER S DESCRIBE	DOCUMENT WITH RESPECT D HEREIN IS SUBJECT TO	T TO WHICH THIS
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a handloyee distonesty		CWB0002715			Deductible	\$ 50
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Oakland, CA 94601		C	Kathe	uni	Berlin	
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1.	Contrac	ctor an	d OUSD	contract	originator	(principal o	or manag	er) read	h agreemen	nt about	scope	of wo	rk and comp	ensation.	
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T	Administr						Dunstan				Phone		510 273 166		
1.	Site / De	epartm	ent 9	22/ TSF/	Community	Schools a	nd Stude	nt Servio	28		Fax		510 273 152	1	
	Signature		Mat	1	/					Date	Approv	ed	87	514	
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Procu	rement	Date	Received	1					PO Numb	ber		M	502	615	

Attachment

AMENDMENT ROUTING FORM 2014-2015 PROFESSIONAL SERVICES CONTRACT AMENDMENT NO. ____



Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase

Order has been increased by Procurement.

- 1. Contractor and OUSD contract originator reach agreement on modification to original scope of work and compensation.
- 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 must change. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
- 4. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

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

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

OUSD Staff Contact Emails about this contract should be sent to: (required) Renee.McMearn@ousd.k12.ca.us

	Contrac	tor Information					
Contractor Name	Refugee Transitions	Agency's Contact	Laura Va	udreuil			
OUSD Vendor ID #	V055591	Title	Executive	Director			
Street Address	870 Market Street, Suite 718	City San F	rancisco	State	CA	Zip	94102
Telephone	(415) 989-2151	Email (required)	ura@reftrar	ns.org			

Compensation and Terms – Must be within the OUSD Billing Guidelines					
Original Contract Amount	\$ 2,000.00	Original PO #	P1503240	New Requisition #	R0153200
Amended Amount	\$ 38,000.00	Start Date	09/01/2014	End Date	06/30/2015
New Total Contract Amount	\$ 40,000.00	Pay Rate Per Hour	\$ 50.00	# of Hours	760.0

Resource #	Resource Name		Org Key		Object Code		Amount
4216	Refugee Transition		9221205202		5825	\$ 2,0	00.00
4201	Title 3 Immigrant		9221205203		5825	\$ 34,	,500.00
4203	Title 3-Instruction		9981169101		5825	\$ 1,5	600.00
		Approval	and Routing (in order of appro	val steps)			
creased by Proc		Name	ded before the amendment is fully ap	Phone	(510) 273-		mount has been
Site/Departr	ment (Name & #) 922/Comm	unity Schoo	and Student Services Departm	Fax	(510) 273-	1,521	
Signature	MAR		Dat	e Approved	4/2	15	
Resource M	lanager, if using funds manage	ed by: State	and Federal [] Quality, Community, School	Development	Community S	chools and	Student Services
Scope of	work indicates compliant us	e of estricte	ed resource and is in alignment with s	chool site p	lan (CSSSP)		
Signature Wanage au				e Approved	42	715	5
Signature (it	using multiple restricted resources	2 (Dat	e Approved	.1	1	
Maturals C.	perintendent/Deputy Netw	ante Olana					

3.	Signature	Chiles /	auch	Date Approved	d	
	Chiefs / De	eputy Chiefs Consultant Aggreg	ate EUnder Dover \$84,	100		
4.		described in the scope of work a ant is qualified to provide services			11/	
	Signature	Ren h	and	Date Approved	a 7/28/15	
5.	Superinter	ndent, Board of Education Sign	ature on the legal contra	act	1 11/	
Lega	al Required i	f not using standard contract	Approved	Denied - Reason	Date	
Proc	urement	Date Received		PO Number		

THIS FORM IS NOT A CONTRACT

Board Office Use: Le	gislative File Info.
File ID Number	14-1896
Introduction Date	11-19-14
Enactment Number	14-1939
Enactment Date	11-19-14 0



Memo						
То	Board of Education					
From	Antwan Wilson, Superintendent					
Board Meeting Date (To be completed by Procurement)	11/1a/14					
Subject	Professional Services Contract - Refugee Transitions					
	- <u>922/Community Schools and Student Services</u> (site/department)					
Action Requested	Ratification of professional services contract between Oakland Unified School District and <u>Refugee Transitions</u> . Services to be primarily provided to <u>922/Community Schools and Student Services</u> for the period of <u>September 1, 2014</u> through <u>October 15, 2014</u> .					
Background A one paragraph explanation of why the consultant's services are needed.	The OUSD has a large and 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 and on-going traumas in many cases) and many of whom speak little to no English when they arrive. In order to engage in school and succeed academically, they require supplemental support (as described in Title III Immigrant supplemental funds). Through this contract, up to 30 newly resettled refugee and asylee students at Roosevelt Middle School will receive direct support through on-going 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. Overall, Refugee Transitions support will help students and parents better navigate the educational system and it will help the OUSD ensure access to the services that these students need.					
Discussion One paragraph summary of the scope of work.	Ratification by the Board of Education of a Professional Services Contract between District and Refugee Transitions, San Francisco, CA, for the latter to provide an academic after school program for newcomer youth that will include academic support, school connectedness, health/sports, and community building activities with a emphasis on ELD to improve and strengthen academic success for 8 hours per week serving up to 30 students during the 2014-2015 school year at Roosevelt Middle School and a month long parent ESL class for up to 90 newly-arrived refugee adults at Franklin Elementary School for the period of September 1, 2014 through June 30, 2015, in an amount not to exceed \$2,000.00.					
Recommendation	Ratification of professional services contract between Oakland Unified School District and <u>Refugee Transitions</u> . Services to be primarily provided to <u>922/Community Schools and Student Services</u> for the period of <u>September 1, 2014</u> through <u>October 15, 2014</u> .					
Fiscal Impact	Funding resource name (please spell out) <u>Title III Immigrant Transitional Families</u> not to exceed <u>\$2,000.00</u>					
Attachments 🦀	 Professional Services Contract including scope of work Fingerprint/Background Check Certification Insurance Certification TB screening documentation Statement of qualifications 					

Board Office Use: Legi	slative File Info.
File ID Number	14-1896
Introduction Date	11-19-14
Enactment Number	14-1439
Enactment Date	11-19-14 01



PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between Refugee Transitions

(CONTRACTOR) and Oakland Unified School District (OUSD). 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:

- 1. Services: 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 9/1/14 _____, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100 whichever is later. The work shall be completed no later than 10/15/14
- Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed two thousand

Dollars (\$2,000.00) [per fiscal year], at an hourly billing rate not to exceed \$50.00 per hour. 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 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.

 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 \$ 0.00

5. 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.

- 6. 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. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- 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:	CONTRACTOR:				
Name: Nate Dunstan	Name: Laura Vaudreuil				
Site /Dept .: 922/ TSF/ Community Schools and Student Services	Title: Executive Director				
Address: 746 Grand Ave	Address: 870 Market St, Suite 718				
Oakland CA 94610	San Francisco	CA	94102		
Phone: 510 273 1661	Phone: (415) 989-2151				
Email: nathaniel.dunstan@ousd.k12.ca.us	Email: laura@reftrans.org				

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 from OUSD's Risk Management.) 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.

- 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 controlled substances, alcohol or tobacco on these sites.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. Termination: OUSD may at any time terminate this Agreement upon 30 days prior 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.
- Conduct of CONTRACTOR: By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will
 provide OUSD with evidence of staff qualifications, which include:
 - 1. **Tuberculosis Screening**: CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 - 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.

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

- 19. 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.
- 20. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate 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:
 - 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).
- 21. 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.
- 22. Confidentiality: 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.

23. Conflict of Interest: CONTRACTOR shall ablde by and be subject to all applicable, 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 without the prior approval of OUSD Human Resources.

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 (<u>https://www.sam.gov/</u>).
- 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.
- 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.
- W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT President, Board of Education Superintendent or Designee

Secretary, Board of Education

ractor Signature

Laura Vaudreuil

Executive Director

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: <u>14-1896</u> Introduction Date: <u>111/9/14</u> Enactment Number: <u>14-1939</u> Enactment Date: <u>111/9/14</u> By: A

Page 4 of 8

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.

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). Through this contract, up to 30 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. 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.

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.

An academic after school program at Roosevelt Middle School for newcomer youth that will include academic support, school connectedness, health/sports, & community building activities with an emphasis on ELD to improve and strengthen academic success for 8 hours per week serving up to 30 students during the 2014-2015 school year; and a month-long parent ESL class for up to 90 newly-arrived refugee adults at Franklin elementary school in June 2015; consultant will conduct all programming, curriculum design, student recruitment, retention activities, and data collection.

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

- Ensure a high quality instructional core
- Develop social, emotional and physical health
- Create equitable opportunities for learning
- High quality and effective instruction

- Prepare students for success in college and careers
- Safe, healthy and supportive schools
- Accountable for quality
- Full service community district
- 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:_
 - 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.

Refugee Transitions' Statement of Qualifications

Prepared for Oakland Unified School District 10/21/13

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 served more students in 2012 than in any year previous and helped more newcomers reach their goals. Our model is unique: staff and volunteers reach students in their homes, schools, and communities, resulting in mutually beneficial relationships and increased social capital. Our programs create bridges to the local community and help newcomers gain the English language and critical life skills needed to find employment, succeed in school, and become leaders in their new communities.

Refugee Transitions has extensive experience working with newcomer families and is connected with numerous refugee, asylee and immigrant families throughout the Bay Area. Refugee Transitions 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 students throughout the district. The agency is quick to respond to the needs of newcomer communities and fill gaps in services. The agency's core program is home-based tutoring for which the agency recruits, trains and screens community volunteers and then matches them with students for weekly home-based English language tutoring. Of the approximately 150 youth who have received homebased tutoring during the past two years, 96% have stayed in school; furthermore, 88% of our seniors in the East Bay receiving home-based tutoring graduated from high school.

Refugee Transitions formalized its partnership with OUSD in 2006 when the agency helped launch the District's Refugee & Asylee Student Assistance Program, which helps refugee/asylee students enroll in the school district, connect to services providers (like Refugee Transitions), access after school and home-based tutoring programs, learn about community resources, and complete Independent Educational Plans. In 2007 RT expanded its partnership to start an after school program at Oakland International High School--which is currently in its seventh year—and in 2012 expanded to start an after school program at Roosevelt Middle School.

Through funding from the Refugee & Asylee Student Assistance Program, RT has been able to expand its after school program at Roosevelt Middle School in order to serve over 30 refugee and asylee youth from Burma, Bhutan, Iraq as well as few asylees from Guatemala. The program has been very successful and will continue through the 2013-2014 academic year. Furthermore, RT secured funding Oakland Fund for Children and Youth to provide a family engagement program at Franklin Recreation Center serving newcomer families of youth attending Franklin, Garfield, Manzanita and other elementary schools as needed.

At Oakland International High School RT provides after school tutoring Monday through Thursday during the academic year. RT recruits, trains and supports adult volunteer tutors to help students with their homework and provide additional opportunities for youth to connect to caring adults and practice English. 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 2012-2013 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.

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 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 recruits, trains, supports and provides 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 and Karen 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.

List of	SAM Search Results records matching your search	for :		
Sear	ch Term : Refugee* Transition Record Status: Active	15*		
ENTITY REFUGEE TRANS	TIONS		Status:Active	
DUNS: 783133556 +4:	CAGE Code: 41	1GW0 DoE	DAAC:	
Expiration Date: Jun 27, 2015 Ha	as Active Exclusion?: No	Delinquent F	ederal Debt?: No	
Address: 870 MARKET ST STE 7	18			
City: SAN FRANCISCO	State/Province:	State/Province: CALIFORNIA		
ZIP Code: 94102-2902	Country: UNITE	ED STATES		

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-						PERSONAL & ADV INJURY \$	1,000,0
						GENERAL AGGREGATE \$	2,000,00
GEN	POLICY PRO- LOC					PRODUCTS - COMP/OP AGG \$	2,000,0
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2	ALL OWNED SCHEDULED		2014-01419-NPO	1/27/2014	1/27/2015	BODILY INJURY (Per accident) \$	
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AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		NIA				E L EACH ACCIDENT \$	1,000,0
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A Se	xual Misconduct		2014-01419-NPO	1/27/2014	1/27/2015	Each claim	\$ 1,000,0
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ę	900 High Street Oakland, CA 94601			Kithe		Berliner	

INS025 (201005) 01

The ACORD name and logo are registered marks of ACORD

Named Insured: Refugee Transitions

Policy: 2014-01419-NPO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGATED 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

THE INSURANCE provided under this endorsement is primary & noncontributory to any other valid & collectible insurance carried by the additional insured entity and this insurance will apply separately to each insured against whom a claim is made or a suit is brought.

CG 2026 (07/04)