Board Office Use: Le	gislative File Info.
File ID Number	16-0350
Introduction Date	3-23-16
Enactment Number	16-0448
Enactment Date	3/23/16 0



Memo	
То	Board of Education
From	Antwan Wilson, Superintendent
<b>Board Meeting</b> <b>Date</b> (To be completed by Procurement)	3/23/16
Subject	Professional Services Contract Amendment No. <u>1</u> - <u>Hsar Htoo</u> (contractor) - 922/Community School and Student Services Department (site/department)
Action Requested	Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and <u>Hsar Htoo</u> Services to be primarily provided to <u>922/Community Schools and Student Services Department</u> for the period of <u>September 1, 2015</u> through <u>June 30, 2016</u> .
<b>Background</b> A one paragraph explanation of why the consultant's services are needed.	There are currently nearly 600 refugee or Asylee students in OUSD with the largest group coming from Burma (150 students as of August 2015). Most Burmese refugee students and their families speak Burmese or Karen, and the majority of parents speak, read and write very little English. As a relatively new community in the U.S., there are very few social service providers in Oakland, no known school staff, and no OUSD translators that speak Burmese or Karen. Hsar Htoo speaks Burmese, Karen, and English fluently, and is also the parent of a child at Garfield Elementary School. Hsar Htoo, the Bilingual Community Navigator provides outreach, translation and interpretation support. Her services are an essential language and cultural connection between refugee families as well as OUSD schools and the OUSD Refugee and Asylee program.
Discussion One paragraph summary of the scope of work.	Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between the District and Hsar Htoo, Oakland, CA for the latter to provide an additional 530 hours of services to provide outreach, translation and interpretation support. Her services will continue to provide an essential language and cultural connection between refugee families as well as OUSD schools and the OUSD Refugee and Asylee program for the period from September 1, 2015 through June 30, 2016, in additional amount of \$10,600.00, increasing the Agreement from \$7,000.00 to an amount not to exceed \$17,600.00. All other terms and conditions of the contract will 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>Hsar Htoo</u> Services to be primarily provided to <u>922/Community Schools and Student Services Department</u> for the period of <u>September 1, 2015</u> through <u>June 30, 2016</u> .
Fiscal Impact	Funding resource name (please spell out) <u>Refugee Transitional Families</u> not to exceed \$10,600.00.
Attachments	<ul> <li>Contract Agreement</li> <li>Copy of original contract and any prior amendments</li> </ul>



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

Legislative File ID No. 16-0350
Department: Community Schools and Student Services
Vendor Name: Hsar Htoo
Contract Term: Start Date: <u>9/1/2015</u> End Date: <u>6/30/2016</u>
Annual Cost: \$_17600
Approved by: Nate Dunstan
Is Vendor a local Oakland business? Yes 🖌 No 📃
Why was this Vendor selected?
There are currently nearly 600 refugee or asylee students in OUSD with the largest group coming from Burma (150 students as of August 2015). Most Burmese refugee students and their families speak Burmese or Karen, and the majority of parents speak, read and write very little English. As a relatively new community in the US, there are very few social service providers in Oakland, no known school staff, and no OUSD translators that speak Burmese or Karen. Hsar Htoo speaks Burmese, Karen and English fluently, and is also the parent of a child at Garfield Elementary school.

## Summarize the services this Vendor will be providing.

Hsar Htoo, the Bi-Lingual Community Navigator will provide provide outreach, translation and interpretation support. Her services will provide an essential language and cultural connection between refugee families as well as OUSD schools and the OUSD Refugee & Asylee program.

# Was this contract competitively bid? Yes

/	No	

If No, answer the following:

1) How did you determine the price is competitive?

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

Board Office Use: Leg	gislative File Info.
File ID Number	16-0350
Introduction Date	3-23-16
Enactment Number	16-0448
Enactment Date	3/23/160



## AMENDMENT NO. <u>1</u> TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and

Hsar Htoo

(CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on <u>09/01/15</u> and the parties agree to amend that Agreement as follows:

1. Services: The scope of work is <u>unchanged</u> . The scope of work has <u>changed</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 attached. OR I The CONTRACTOR agrees to provide the following amended services:
The consultant will continue to do the same scope of work and provide additional hours of service through the end of the fiscal year.
2. Terms (duration): The term of the contract is <u>unchanged</u> .
<ul> <li>2. Terms (duration): The term of the contract is <u>unchanged</u>.</li> <li>If the term has changed: The contract term is extended by an additional (days/weeks/months), and the amended expiration date is <u>06/30/16</u>.</li> </ul>
If the term has changed: The contract term is extended by an additional (days/weeks/months),
If the term has changed: The contract term is extended by an additional (days/weeks/months), and the amended expiration date is <u>06/30/16</u>
If the term has changed: The contract term is extended by an additional
If the term has changed: The contract term is extended by an additional

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

#### 5. Amendment History:

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

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

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

OAKLAND UNIFIED SCHOO President, Board of Education Superintendent

Req. No.

Date \*

CONTRAC

116

Contractor Signature

HOO sar

Print Name, Title

Secretary, Board of Education

Chief or Deputy Chief

Rev. 9/17/14

P.O. No. P1

P.O. No. P1602463

#### 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 <u>WITHOUT</u> 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.

There are currently nearly 600 refugee or asylee students in OUSD with the largest group coming from Burma (150 students as of August 2015). Most Burmese refugee students and their families speak Burmese or Karen, and the majority of parents speak, read and write very little English. As a relatively new community in the US, there are very few social service providers in Oakland, no known school staff, and no OUSD translators that speak Burmese or Karen. Hsar Htoo speaks Burmese, Karen and English fluently, and is also the parent of a child at Garfield Elementary school. Hsar Htoo, the Bi Lingual Community Navigator will provide outreach, translation and interpretation support. Her services will provide essential language and cultural connection between refugee families as well as OUSD schools and the OUSD Refugee and Asylee program.

#### Amendment to Professional Services Contract

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

Contractor will provide outreach, translation and interpretation support for that RASAP for up to 20 hours a week. Contractors will provide services for at least 30 and to160Burmese and Karen refugee students and their families. Consultant will work the OUSD Refugee and Asylee Student Assistance Program (RASAP) staff to educate parents about the U.S. school system, provide interpretation at community meetings, school conferences, parent teacher meetings, provide enrollment support during the school year and summer programs run by RASAP, as well as outreach to individual parents about key educational issues (such as summer school enrollment, attendance, discipline, the OUSD School options process, etc.) Consultant will primarily serve Burmese and Karen families with limited English ability but will also provide outreach and enrollment support to non-Karen/Burmese refugees students and their families

3.	Alignment with District Strategic Plan:	Indicate the goals and visions supported by the services of this contract	:t:
	(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.
  - a. 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.
  - b. Meeting announcement for meeting in which the CSSSP modification was approved.
  - c. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
  - d. Sign-in sheet for meeting in which the CSSSP modification was approved.

2015-09-11 17:41:55 (GMT)

-			ICATE OF LIA				9/11/2	
CERTIF	ERTIFICATE IS ISSUED AS A ICATE DOES NOT AFFIRMATI 7. THIS CERTIFICATE OF INS SENTATIVE OR PRODUCER, AM	VELY OF	R NEGATIVELY AMEND	, EXTEND OR ALT	TER THE CO	VERAGE AFFORDED	BY THE	POLICIES
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	328 15th St			PHONE (A/C. No. Ext):		FAX (A/C, No		
	Oakland CA 94612			E-MAIL ADDRESS:			1	
		540 5	00.0470	IN	SURER(S) AFFOR	RDING COVERAGE		NAIC #
	Phone: 510-465-3993 Fax	C 510-5	80-9470	INSURER A : HARTFO	ORD		:	
SURED	HSAR HTOO			INSURER B :				
	2247 E 19TH ST AF			INSURER C :				
	OAKLAND CA 9460	)6		INSURER D :				
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						GENERAL AGGREGATE	\$	2.000,0
						PRODUCTS - COMPIOP AGO	S	2,000,0
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THE C	AKLAND UNIFIED SC	CHOOL	DISTRICT IS N	AMED AS AD	DITIONAL	INSURED WIT	HRE	SPECT
	ONTRACTOR FOR SE							
10 00	UNTRACTOR FOR SE	INVICE	O (WANAGEWEI	UT CONSULT				
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	RISK MANAGEMEN		т	AUTHORIZED REPRES	ENTATIVE	6	1	
	OAKLAND, CA 9460					All	1	

# SAM Search Results List of records matching your search for :

Search Term : Hsar\* Htoo\* Record Status: Active

**No Search Results** 

# **Hsar Htoo** 2247 E 19<sup>th</sup> Street # 1.

2247 E 19<sup>an</sup> Street # 1, Oakland, CA 94606 Phone: (510) 292-7012

# **OBJECTIVE:**

• To obtain a Full Time Position that I can utilize my knowledge and skills to enhance the company mission and goal.

# **SUMMARY OF QUALIFICATIONS:**

- Quick learner, able to follow the instruction, safety management, energetic and hard working.
- Confident, self-motivated, able to work independently and value team work.
- Trilingual in English, Burmese and Karen.

# **WORK EXPERIENCE:**

Oakland Unified School District

## **On-call Burmese and Karen Interpreter**

- Follow ethical codes that protect the confidentiality of information.
- Translate messages consecutively into Burmese and Karen languages, orally and written, maintaining message content, context, and style as much as possible.
- Listen to speakers' statements to determine meanings and to prepare translations.
- Read written materials, such as legal documents, scientific works, or news reports, and rewrite material into Burmese and Karen languages.

## Hitachi

#### Assembler

- Read the work orders and blueprints to ensure work is performed according to specifications.
- Assemble parts or units, and position units to assemblies, or frames, using hand tools.
- Position, align, and adjust parts for proper fit and assembly.
- Connect cables, tubes, and wiring, according to specifications.
- Inspect or test wiring installations, assemblies, or circuits for resistance factors or for operation and record results.
- Clean and lubricate parts and subassemblies, using grease paddles or oilcans.
- Package finished products and prepare them for shipment.

## Sawatchai

## Packaging

- Load materials and products into package processing equipment.
- Clean containers, materials, supplies, or work areas, using cleaning solutions and hand tools.
- Examine and inspect containers, and products to ensure that packing specifications are met.
- Place or pour products or materials into containers, using hand tools and equipment.
- Mark and label containers, container tags, or products, using marking tools.
- Record product, packaging, and order information on specified forms and records.
- Assemble, line, and pad cartons, crates, and containers, using hand tools.

# **EDUCATION:**

High School Diploma

Oakland, CA 01/2014 to Present

Mae Sot, Thailand

06/2005 to 01/2008

Mae Sot, Thailand

10/2002 to 05/2005

OAKLAND UNIFIED SCHOOL DISTRICT Sign In

# Community Schools, Thriving Students

Legislative Information Center

Legislation	Calendar Bo	oard of Education	Bodies People	Distri	ct Home		
						E 🖬 🖬	Share 🚨 RSS
Details F	Reports						
File #:	15-2001	Version:1	Name:		- Refugee	al Services Contr and Asylee Progr ty Schools and St nt	am Unit -
Гуре:	Agreem	ent or Contract	Status		Passed		
File created:	9/29/20	15	In cont	rol:	Academic	S	
On agenda:	10/28/2	015	Final a	ction:	10/28/201	15	
Enactment date	: 10/28/2	015	Enactn	nent #:	15-1730		
Title:	Htoo, O hours pe Burmese Office, v	akland, CA, for the er week as an essen e or Karen speaking	Education of a Profess latter to provide outreantial language and cultu students and families, Schools and Student Se exceed \$7,000.00.	ch, transk ral conne District se	ation and interp ction between r chools, and the	retation support f efugee families, p Refugee & Asylee	or up to 18 particularly Program
Attachments:		01 Professional Servic	rvices Contract - Hsar H es Department	too - Refi	ugee and Asylee	<u> Program Unit - C</u>	Community
Contact:	Barbara	McClung@ousd.org	1				
History (1)	Text						
1 record Gr	oup Export						
Date 👻 🕔	/er. Action By	Action		Result	Action Details	Meeting Details	Video
10/28/2015 1	Board of Educ	ation Adopted on Report	the General Consent	Pass	Action details	Meeting details	Not available

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.

- Contractor and OUSD contract originator reach agreement on modification to original scope of work and compensation. 1.
- 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 Attachment 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) kelly.leonard@ousd.org

	Cor	ntractor Inform	nation					
Contractor Name	Hsar Htoo	Agenc Contac		Hsar H	too			
OUSD Vendor ID #	1006263	Title		Owner				
Street Address	2247 East 19th Street # 1	City	Oaklan	d	State	CA	Zip	94606
Telephone	510-292-7012	Email (required	) hs	arhtoo@	att.net			

Compensation and Terms – Must be within the OUSD Billing Guidelines								
Original Contract Amount	\$ 7,000.00	Original PO #	P1602463	New Requisition #	R0163307			
Amended Amount	\$ 10,600.00	Start Date	09/01/15	End Date	06/30/16			
New Total Contract Amount	\$ 17,600.00	Pay Rate Per Hour	\$ 20.00	# of Hours	530			

<b>Budget Information</b> If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office <u>before</u> completing requisition.						
Resource #	Resource Name	Org Key	Object Code	Amount		
4216	Refugee Transition	9221205202	5825	\$ 10,600.00		
			5825			
			5825			

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

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

	Administr	rator / Manager (Originator)	Name	Nathaniel Dunstan		Phone	510-273-1661				
1.	Site/Depar	Site/Department (Name & #) 922/Community Schools and Student Services					510-879-4605				
-	Signature	M.t.			Date	e Approved	1/29/16				
	Resource	Resource Manager, if using funds managed by: State and Federal Quality, Community, School Development Community Schools and Student Services									
2	Scope of	of work indicates compliant use	of restrict	nt with so	chool site pl	an (CSSSP)					
2.	Signature Solley					Date Approved 1/29/16					
	Signature	Signature (if using multiple restricted resources)									
2	Network S	Network Superintendent/Deputy Network Superintendent									
3.	Signature Lutter Sautz					Date Approved 2/22/16					
	Chiefs / D	Chiefs / Deputy Chiefs Consultant Aggregate Under Over \$84,100									
4.		Services described in the scope of work align with needs of department or school site									
ч.	Consult	ant is qualified to provide servi	ces rescri	ber withe scope of work							
	Signature	Signature									
5. Superintendent, Board of Education Signature on the legal contract											
Lega	al Required	if not using standard contract	Ap		enied - eason		Date				
Proc	curement	Date Received		PC	) Numbe	r	21662463				

Board Office Use: Legislative File Info.						
File ID Number:	15-2001					
Introduction Date:	10/28/2015					
Enactment Number:	15-1730					
Enactment Date:	10/28/2015					



# Memo

То:	Board of Education
From:	Antwan Wilson, Superintendent
Board Meeting Date:	10/28/2015
Subject:	Professional Service Contract
Contractor:	Hsar Htoo of Oakland, CA
Services for:	922-COMMUNITY SCHOOLS & STUDENT SERVICES

Ratification by the Board of Education of a Professional Services Contract between the District and Hsar **Board Action Requested** and Action Requested Htoo, Oakland, CA, for the latter to provide: There are currently nearly 600 refugee or asylee students in output and Recommendation: OUSD with the largest group coming from Burma (150 students as of August 2015). Most Burmese refugee students and their families speak Burmese or Karen, and the majority of parents speak, read and write very little English. As a relatively new community in the US, there are very few social service providers in Oakland, no known school staff, and no OUSD translators that speak Burmese or Karen. Hsar Htoo speaks Burmese, Karen and English fluently, and is also the parent of a child at Garfield Elementary school. Hsar Htoo, the Bi-Lingual Community Navigator will provide provide outreach, translation and interpretation support for for up to 18 hours per week from September 1, 2015 to June 20. 2016. Har convince will provide an accontial language and cultural connection There are currently nearly 600 refugee or asylee students in OUSD with the largest group coming from Burma Background: (150 students as of August 2015). Most Burmese refugee students and their families speak Burmese or Karen, (A one paragraph and the majority of parents speak, read and write very little English. As a relatively new community in the US, explanation of why there are very few social service providers in Oakland, no known school staff, and no OUSD translators that the consultant's speak Burmese or Karen. Hsar Htoo speaks Burmese, Karen and English fluently, and is also the parent of a services are needed.) child at Garfield Elementary school. Hsar Htoo, the Bi-Lingual Community Navigator will provide provide outreach, translation and interpretation support. Her services will provide an essential language and cultural connection between refugee families as well as OUSD schools and the OUSD Refugee & Asylee program. There are currently nearly 600 refugee or asylee students in OUSD with the largest group coming from Burma (150 students as of August 2015). Most Burmese refugee students and their families speak Burmese or Karen, Discussion: and the majority of parents speak, read and write very little English. As a relatively new community in the US, (QUANTIFY what is there are very few social service providers in Oakland, no known school staff, and no OUSD translators that being purchased.) speak Burmese or Karen. Hsar Htoo speaks Burmese, Karen and English fluently, and is also the parent of a child at Garfield Elementary school. Hsar Htoo, the Bi-Lingual Community Navigator will provide provide outreach, translation and interpretation support for for up to 18 hours per week from September 1, 2015 to June 30, 2016. Her services will provide an essential language and cultural connection between refugee families as well as OUSD schools and the OUSD Refugee & Asylee program.

Board Office Use: Legislative File Info.						
File ID Number:	15-2001					
Introduction Date:	10/28/2015					
Enactment Number:	15-1730					
Enactment Date:	10/28/2015					



 Fiscal Impact:
 Funding Resource name(s) (detailed below) not to exceed \$7,000.00.

 \$7,000.00
 TITLE III IMMIGRANT EDUC PROG

Attachments: Professional Services Contract including Scope of Work

www.ousd.k12.ca.us

Board Office Use: Leg	duction Date 10/28/2015				
File ID Number	15-2001				
Introduction Date	10/28/2015				
Enactment Number	15-1730				
Enactment Date	10/28/2015				



## PROFESSIONAL SERVICES CONTRACT 2015-2016

Hsar Htoo of Oakland, CA

This Agreement is entered into between (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 \_\_\_\_\_09/01/2015\_\_\_, or the day immediately following approval by the Superintendent 2 if the aggregate amount CONTRACTOR has contracted with the District is below \$86,000.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$86,000.00, whichever is later. The work shall be completed no later than 06/30/2016
- Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The 3. Seven Thousand Dollars and 00/100 compensation under this Contract shall not exceed

\$7,000.00 \$20.00 Dollars ( \_) [per fiscal year], at an hourly billing rate not to exceed \_\_\_\_ 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:

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.

N/A

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		

#### **CONTRACTOR Qualifications / Performance of Services:** 5

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.

- Invoicing: Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by 6. 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 7. 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:

Requisition No. R0161240

P.O. No. P1602463

OUSD Representative:	CONTRACTOR:
Name: BARBARA MCCLUNG	Name: Hsar Htoo
Site /Dept.: 922-COMMUNITY SCHOOLS & STUDENT S	Title: Owner
Address: 746 Grand Avenue	Address: 2247 E 19th st #1
Oakland, CA 94610	Oakland, CA 94606
Phone: 5102731523	Phone: 510-292-7012
Email: Barbara.McClung@ousd.k12.ca.us	Email: hsarhtoo@att.net

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 of 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.
- 18. 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:
  - 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).
- 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 abide 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 (https://www.sam.gov/).
- 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.
- 31. 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

Muster Saules

President, Board of Education

Superintendent or Designee

Secretary, Board of Education

CONTRACTOR

Hsar Htoo

**Contractor Signature** 

Hsar Htoo, Owner

Print Name, Title

Form approved by OUSD General Counsel for 2015-16 FY

#### 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 <u>WITHOUT</u> 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.

There are currently nearly 600 refugee or asylee students in OUSD with the largest group coming from Burma (150 students as of August 2015). Most Burmese refugee students and their families speak Burmese or Karen, and the majority of parents speak, read and write very little English. As a relatively new community in the US, there are very few social service providers in Oakland, no known school staff, and no OUSD translators that speak Burmese or Karen. Hsar Htoo speaks Burmese, Karen and English fluently, and is also the parent of a child at Garfield Elementary school. Hsar Htoo, the Bi-Lingual Community Navigator will provide provide outreach, translation and interpretation support for for up to 18 hours per week from September 1, 2015 to June 30, 2016. Her services will provide an essential language and cultural connection between refugee families as well as OUSD schools and 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.

Contractor will provide outreach, translation and interpretation support for the RASAP for up to 20 hours a week. Contractor will provide services fro at least 30 and to to 160 Burmese and Karen refugee students and their families. Consultant will work the OUSD Refugee and Asylee Student Assistance Program (RASAP) staff to educate parents about the U.S. school system, provide interpretation at community meetings, school conferences, parent teacher meetings, provide enrollment support during the school year and summer programs run by RASAP, as well as outreach to individual parents about key educational issues (such as summer school enrollment, attendance, discipline, the OUSD School options process, etc), Consultant will primarily serve Burmese and Karen families with limited English ability but will also provide outreach and enrollment support to non-Karen/Burmese refugees students and their families.

- 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(s):

Central - No CSSSP

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.

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