

Board Office Use: Legislative File Info.	
File ID Number	18-1535
Introduction Date	6/27/18
Enactment Number	18-1229
Enactment Date	6/27/18 er



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

Community Schools, Thriving Students

# Memo

**To** Board of Education  
**From** Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** June 27, 2018

*(To be completed by  
Procurement)*

**Subject** Professional Services Contract - Spanish Speaking Unity Council (contractor) - 224/Alliance Academy (site/department)

**Action Requested** Approval of a Professional Services Contract between Oakland Unified School District and Spanish Speaking Unity Council. Services to be primarily provided to Alliance Academy for the period of July 1, 2017 through June 30, 2018.

## Background

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

Currently, Latino males in OUSD are graduating at a less than 50% rate, 30% are proficient in reading, 27% proficient in Math and are being suspended at an increasing rate (Urban Strategies Report on Selected Outcomes for Boys and Men of Color in Oakland, November 2014). In Spring 2014, then Assistant Principal of Alliance Academy Marcel Baker reached out to Latino Men and Boys Program (LMB) Director Paul Flores about bringing LMB to campus to support struggling Latino students, who account for nearly 75% of school enrollment. Alliance Academy has continued to search for funding opportunities to provide academic and male mentor-ship to young men on campus, and will continue to use and provide a full time LMB mentor for 2017-2018.

## Discussion

*One paragraph summary  
of the scope of work.*

Approval by the Board of Education of a Professional Services Contract between the District and Spanish Speaking Unity Council, Oakland, CA, for the latter to provide academic and male mentorship to young men on campus and a full time LMB mentor at Alliance Academy for the period of July 1, 2017 through June 30, 2018, in an amount not to exceed \$12,000.00.

## Recommendation

Approval of a Professional Services Contract between Oakland Unified School District and Spanish Speaking Unity Council. Services to be primarily provided to Alliance Academy for the period of July 1, 2017 through June 30, 2018.

## Fiscal Impact

Funding resource name (please spell out): 0005/Supplemental and Concentration Funding in an amount not to exceed \$12,000.00.

## Attachments

- Professional Services Contract
- Scope of Work
- Certificate of Insurance



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

**Legislative File ID No.** 18-1535

**Department:** 224/ Alliance Academy

**Vendor Name:** Spanish Speaking Unity Council

**Contract Term:** Start Date: July 1, 2017 End Date: June 30, 2018

**Annual Cost:** \$ 12,000.00

**Approved by:** Stacey Wyatt

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

**Why was this Vendor selected?**

Worked with Vendor previously at OUSD

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

Latino Men and Boys Program, Staff LMB Career and Academic Mentors. Joven Noble Group of 20-25 youth. Cara y Corazon parenting classes. Academic Tutoring 3 times a week during after school program. In class students and teacher support Workforce development; internship placement Spring and Summer Academic advising daily. Health education and referrals to school based health clinic daily. Work with school based health clinic to create peer health leaders. Peer mentor-ship program aligning middle school participants with HS leaders. Cultural activities and field trips Connecting LMB participants with college students.

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

If No, answer the following:

1) How did you determine the price is competitive?

Price compared with other vendors

2) Please check the competitive bid exception relied upon:

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

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	18-1535
Introduction Date	6/27/18
Enactment Number	18-1229
Enactment Date	6/27/18 er



**OAKLAND UNIFIED SCHOOL DISTRICT**  
Community Schools, Thriving Students

## PROFESSIONAL SERVICES CONTRACT 2017-2018

This Agreement is entered into between Spanish Speaking Unity Council (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:

- Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** The term of this agreement shall be July 1, 2017 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$ 88,300.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$ 88,300.00, whichever is later) to June 30, 2018. The work shall be completed no later than June 30, 2018.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed twelve thousand dollars and 00/100 Dollars (\$ 12,000.00) [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: 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 OUSD 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.

- 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:

Professional Services Contract

**OUSD Representative:**

Name: Stacey Wyatt  
Site /Dept.: 224/ Alliance Academy  
Address: 1800 98th ave  
Oakland, Ca 94603  
Phone: 510-639-2893  
Email: stacey.wyatt@ousd.org

**CONTRACTOR:**

Name: Armando Hernandez  
Title: Program Manager  
Address: 1900 Fruitvale Ave. Ste 2A  
Oakland ca 94601  
Phone: 510-535-1371  
Email: Armandoh@unitycouncil.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 at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, 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, sexual orientation, or other legally protected class.

Professional Services Contract

13. **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 contact 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

Professional Services Contract

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, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any 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. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
- 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 that formal approval. This Agreement shall be deemed 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.
- 32. Contract Publicly Posted: This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

*Aimee Eng*

6/28/18

*Armando Hernandez*

6/11/18

- President, Board of Education
- Superintendent
- Chief or Deputy Chief

Date

Contractor Signature

Date

Armando Hernandez

Program Manager

Print Name, Title

*J. M. ...*

6/28/18

Secretary, Board of Education

Date

Form approved by OUSD General Counsel for 2017-18 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 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 Latino Men and Boys Program (LMB) at the Unity Council is an organizational effort to improve the well-being of young Latino males in Oakland Public schools. Our Program offers a coordinated and comprehensive system of academic and comprehensive systems of academic support systems to Latino male students of color, their families, and the East Oakland community.

The unity Council will implement 2 programs at for 2017-2018:

- 1) Latino Men & Boys (El Joven Noble): LMB will meet daily for 2 periods as an elective course. The course will cover character development and male wellness, and provide young men a model of respect and leadership. The course will also include academic advising, youth development workshops, and an individual achievement plan for students with GPA's below 2.0, or who are credit deficient.
- 2) Academic Tutoring 3 times a week during after school program.

Contract will also provide Alliance Academy with the following:

- Administration and fiscal oversight of the program or service
- Cara y Corazon parenting classes
- Health education and referrals to school based health clinic daily
- Work with school based health clinic to create peer health leaders
- Peer mentorship program aligning middle school participants with HS leaders
- Cultural activities and field trips Connecting LMB participants with college students
- Monitor the progress of the project and provide regular updates/reports to the site
- Progress reports each marking period indicating students grades; Year End Report.
- Avoid pulling students out of core classes, whenever possible, minimize impact on classes participation, unless specifically identified as an accepted intervention strategy.

Partner and site representative agree to follow established referral protocols. Please include a) who can refer, b) how to refer, c) when to refer and for what reasons, d) what action is taken after the referral is made; and e) how communications and feedback and handled regarding referral:

LMB will accept referrals via the COST process and via administrative and health center recommendations.

LMB will provide a staff member to participate on COST to share information about participating students. LMB staff assesses referrals to determine placement in LMB. Enrollment will be reflected in the Master Universal Referral Google Doc, accessible to all teacher and site admin.



**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.**

- Serve 20-25 boys during and after school, along with their parents at the school site.
- Participants need to maintain an average of 95% school attendance.
- Increase participant usage of School Based Health Center by 200% per year.
- Increase parent attendance in school base parent engagement activities by 200%; create parent group of more than 10 parents regularly attending monthly meetings.
- Increase in average participant GPA by 20%
- Decrease in participants recorded disciplinary incidents by 60%

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

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

**4. Alignment with 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.

**Role of Position:**

The goal of the Latino Men and Boys Program (LMB) is to increase graduation rates, college readiness, and opportunities for positive connectivity for young Latino males in Oakland public schools. LMB Academic and Career Mentors advise and mentor a cohort of 15-20 Latino male students in Oakland middle and high schools. Mentors will be located on one Oakland public school campus and work specifically with a cohort of boys of color. Mentors also work in collaboration with important school based health center staff to bring health outreach, education and access to health services for students and their families. Position regularly interacts with students during and after school, as well as on and off campus, connecting Latino youth to positive role models and culturally competent activities. Facilitates college readiness workshops, including tutoring in math, English, science, and major test preparation. Facilitate "El Joven Noble," a culturally rooted character development and wellness curriculum for young men. Maintains data and reviews student progress, and provides communication between parents, teachers, school staff, health clinicians and LMB Program Manager. Intervene on behalf of student when academic and social problems begin to arise. Assist older youth with job readiness, job placement, mental health referrals and preventative health services. Let me know if you have questions. I can be reached at 510.535.6910.

Best Regards,

Teresa Estrada  
HR Director



UNITCOU-01

RNUNEZ

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/13/2018

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

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

<b>PRODUCER</b> License # 0757776 Der Manouel Insurance & Financial Services, Inc. 548 W Cromwell Ave Ste 101 Fresno, CA 93711	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (559) 447-4600 <b>FAX (A/C, No):</b> (559) 447-4586 <b>E-MAIL ADDRESS:</b> info@dmig.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>	<b>NAIC #</b>
The Unity Council 1900 Fruitvale Ave, Suite 2A Oakland, CA 94601	<b>INSURER A:</b> Great American Insurance Co. <b>16691</b>  <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PAC1437909	10/01/2017	10/01/2018	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>20,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAP1437910	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>			EXC1437911	10/01/2017	10/01/2018	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ \$ <b>5,000,000</b>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Professional Liab</b>			PAC1437909	10/01/2017	10/01/2018	Agg \$2M/ Occ \$1M
A	<b>Sexual Misconduct</b>			PAC1437909	10/01/2017	10/01/2018	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: OUSD ECE Subcontract  
 Endorsement Attached: CG2026 04 13

**CERTIFICATE HOLDER****CANCELLATION**

<b>Oakland Unified School District</b> <b>Risk Management</b> <b>900 High Street</b> <b>Oakland, CA 94601</b>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED — DESIGNATED  
 PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
**SCHEDULE**

<p><b>Name Of Additional Insured Person(s) Or Organizations(s):</b></p>  <p>Oakland Unified School District</p>     <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
--

- A. Section II – Who Is An Insured** 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:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

July 25, 2017

RE: Latino Men & Boys Program with Unity Council at Oakland Unified School District

Dear Max Robinson,

The Unity Council conducts a background check for candidates that we are considering to be hired to work with Latino Men & Boys program. This includes having them complete a Livescan fingerprinting form and scheduling an appointment.

Our ORI number is A0048. Candidates bring the completed Livescan form that list the ATI number issued by DOJ/FBI after they have been fingerprinted. Candidates are also tested for TB through Concentra medical care clinic. Concentra sends us the results.

Our offer letters indicate that they are contingent upon receiving required clearances (background and TB). Once we have received required clearances, then we will schedule the new hire to complete HR related paperwork before starting to work.

Our invoices have the ATI number issued by the Department of Justice/FBI.

Fingerprint and TB test results are available to OUSD upon written request attention:

Teresa Estrada, HR Director  
1900 Fruitvale Avenue, Suite 2B, Oakland, CA 94601.

I can be reached at (510) 535-6910.

Best Regards,  
Teresa Estrada

July 25, 2017

RE: Latino Men & Boys Program with Unity Council

Dear: Max Robinson,

Below is requested Statement of Qualifications for the Latino Men & Boys Program.

### **ABOUT THE LATINO MEN AND BOY'S PROGRAM**

The Unity Council's Latino Men and Boys program (LMB) is a school-based, culturally rooted, comprehensive educational support program for Latino male students ages 12-20 years old in the Oakland Unified School District. The LMB program currently operates in eight Oakland public schools including United For Success Academy, Bret Harte, Roosevelt, Alliance Academy, Elmhurst Community Prep middle schools, as well as Fremont, Skyline, Oakland High and Castlemont high schools in direct collaboration with school based health centers. The LMB Program provides academic support, male mentorship, health and wellness programs, as well as career development and culturally based activities for two hundred (200) young men and their families. The program's goal is to increase high school graduation for Latino males in Oakland by connecting them to positive male role models and culturally relevant activities. The LMB program utilizes a healing informed approach to help young men overcome trauma, and see themselves and their culture as an asset and a means to realizing leadership in their community.

### **MAJOR ELEMENTS OF THE PROGRAM: Evidence Based Practices and Principles for Theories of Change**

**Rites of Passage and Socialization Theory:** LMB Program utilizes the Joven Noble curriculum as the foundation for implementing a culturally rooted value system for character development and cognitive behavioral change in young men and boys of color through healing circles

**Mentoring, Resiliency and Youth Development:** An Academic and Career Mentor is responsible for a cohort of 20- 25 boys at each school site, and serves as a caring adult with similar lived experience to participants, while providing daily interaction, advising, and advocacy for each boy.

**Health and Wellness Theory:** LMB Program links participating boys of color to school based health centers and health center staff to develop and implement health screenings, male based health education and a culturally competent peer health outreach group. Students and families are registered for health coverage.

**ABC's of School Success Early Warning System:** LMB Academic and Career mentors track Attendance, Behavior and Course Performance, offering academic support and school engagement incentives to increase student achievement, while intervening when warnings arise.



# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2017-2018

## Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

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

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

Attachment  
Checklist

- For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
- For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

**OUSD Staff Contact** Emails about this contract should be sent to: (required)

## Contractor Information

Contractor Name	Spanish Speaking Unity Council	Agency's Contact	Armando Hernandez		
OUSD Vendor ID #	v054514	Title	Program Manager		
Street Address	1900 Fruitvale Ave. Ste 2A	City	Oakland	State	ca Zip 94601
Telephone	510-535-1371	Email (required)	Armandoh@unitycouncil.org		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

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

Anticipated start date	July 1, 2017	Date work will end	June 30, 2018	Other Expenses	\$ 0.00
Pay Rate Per Hour (required)		Number of Hours (required)	n/a		

## Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
0005	S&C	9560107205	5825	\$ 12,000.00
			5825	\$ 0.00
			5825	\$ 0.00
<b>Requisition No. (required)</b>	R0184571		<b>Total Contract Amount</b>	\$ 12,000.00

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

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

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

1.	<b>Administrator / Manager (Originator)</b>	Name	Stacey Wyatt	Phone	510-639-2893
	Site/Department (Name & #)	224/ Alliance Academy	Fax	510-639-3387	
	Signature	<i>Stacey Wyatt</i>	Date Approved	6/11/18	
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Community Schools & Student Services <input type="checkbox"/> Risk Mgmt	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)			
	Signature		Date Approved		
	Signature (if using multiple restricted resources)		Date Approved		
3.	<b>Network Superintendent/Deputy Network Superintendent</b>				
	Signature	<i>[Signature]</i>	Date Approved	6-11-18	
4.	<b>Chiefs / Deputy Chiefs</b> Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$ _____	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site			
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>[Signature]</i>	Date Approved		
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				
<b>Legal</b>	Required if not using standard contract	Approved	Denied - Reason	Date	
<b>Procurement</b>	Date Received		PO Number		

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

**Record Status: Active**  
**CAGE Code: 431z9**  
**Functional Area: Entity Management, Performance Information**

<b>ENTITY</b>	SPANISH-SPEAKING UNITY COUNCIL OF ALAMEDA COUNTY, INC.	Status:Active
---------------	--	---------------

DUNS: 079084174	+4:	CAGE Code: 431Z9	DoDAAC:
-----------------	-----	------------------	---------

Expiration Date: Feb 7, 2019	Has Active Exclusion?: No	Debt Subject to Offset?: No
------------------------------	---------------------------	-----------------------------

Address: 1900 FRUITVALE AVE STE 2A

City: OAKLAND

State/Province: CALIFORNIA

ZIP Code: 94601-2950

Country: UNITED STATES