

Board Office Use: Legislative File Info.	
File ID Number	12-2558
Introduction Date	10-24-12
Enactment Number	12-2628
Enactment Date	10/24/12



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** The Board of Education

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

**Board Meeting Date**  
(To be completed by Procurement) \_\_\_\_\_

**Subject** Professional Services Contract -  
Spanish Speaking Unity Council Oakland, CA (contractor, City State)  
228-United for Success Academy (site/department)

**Action Requested** Ratification of a professional services contract between Oakland Unified School District and Spanish Speaking Unity Council. Services to be primarily provided to 228-United for Success Academy for the period of 11/01/2012 through 06/30/2013.

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

More than 30% of Latino males in OUSD drop-out or do not finish high school due to several reasons, including low academic performance, low proficiency levels, and lack of comprehensive support systems aimed at ensuring graduation. The Unity Council's Latino Men and Boys Program has been identified by OUSD as the lead agency to provide comprehensive academic and holistic health services for Latino Men and Boys in Oakland. Improving academic performance and literacy in middle school will improve student preparation for academic success in high school.

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

A contract for services between OUSD and The Unity Council Latino Men and Boys program Oakland, California to provide academic and health support services for eighteen boys of color in 7th and 8th grade at United For Success Academy who are currently receiving below average to failing grades in Math, English and Science. Services will be provided from November 1, 2012 through June 2013 not to exceed an amount of \$5000.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Spanish Speaking Unity Council. Services to be primarily provided to 228-United for Success Academy for the period of 11/01/2012 through 06/30/2013.

**Fiscal Impact** Funding resource name (please spell out) SIG  
\_\_\_\_\_ not to exceed \$ 5,000.00

**Attachments**

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

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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2012-2013

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

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 11/01/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Five thousand Dollars (\$5,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

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

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

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

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

Professional Services Contract

**OUSD Representative:**

Name: Elia Bustamante  
Site /Dept.: 228-United for Success Academy  
Address: 2135 35th Ave.  
Oakland, CA  
Phone: (510) 535-3880

**CONTRACTOR:**

Name: Spanish Speaking Unity council  
Title: Latino Men and Boys program Manager  
Address: 1900 Fruitvale Ave. Suite 2A  
Oakland, CA 94601  
Phone: (510) 535-5980

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

**8. Invoicing**

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

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

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

**10. Insurance:**

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

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
  - iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

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

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

**Professional Services Contract**

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
  1. **Tuberculosis Screening**
  2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: 

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

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

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.  
 CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.  
 Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/epls/search.do>)

Summary of terms and compensation:

Anticipated start date: 11/01/2012 Work shall be completed by: 06/30/2013 Total Fee: \$ 5,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos  
 President, Board of Education  
 Superintendent or Designee  
 Date: 9-26-2012

**Certified:**  
[Signature]  
 Secretary, Board of Education  
 Date: 10/25/12  
**Edgar Rakestraw, Jr., Secretary**  
 Board of Education

CONTRACTOR

[Signature]  
 Contractor Signature  
 Date: 7/11/12  
Maria Leon

Spanish Speaking Unity council Latino Men and Boys prograr  
 Print Name, Title

File ID Number: 12-2558  
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 By: [Signature]

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

A contract for services between OUSD and The Unity Council Latino Men and Boys program Oakland, California to provide academic and health support services for eighteen boys of color in 7th and 8th grade at United For Success Academy who are currently receiving below average to failing grades in Math, English and Science. Services will be provided from November 1, 2012 through June 2013 not to exceed an amount of \$5000.

SCOPE OF WORK

Spanish Speaking Unity Council will provide a maximum of 625.00 hours of services at a rate of \$ 8.00 per hour for a total not to exceed \$5,000.00. Services are anticipated to begin on 11/01/2012 and end on 06/30/2013.

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

The Unity Council Latino Men and Boys Program (LMB) will provide academic tutoring and peer health support for eighteen boys participating in the "Joven Noble" youth development and wellness program at United For Success Academy (UFSA). Boys were selected based on their academic performance, behavior patterns, and participation in a 2012 Summer session "Joven Noble" Pilot at UFSA. Eighteen 7th and 8th boys of color will receive 625 total hours of tutoring in Math English and Science, and mentoring provided by Latino Men and Boys Program staff mentors and AmeriCorps tutors between November 1, 2012 and June 30, 2013. Grades and homework assignments will be assessed and tracked, as well as visits to the school based health center to receive screenings, educational materials and information, including family enrollment in MediCal. LMB Staff mentors and AmeriCoprps will be on campus during and after school Monday through Friday five days a week to provide services for the eighteen Joven Noble participants.

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.

As a result of these services provided by The Unity Council LMB Program all eighteen boys will maintain 95% or more attendance rate. All eighteen boys will increase their grade point average by at least one grade. All participants will increase their homework completion by 100%. All eighteen participants will have access to the school based health center on UFSA campus. All eighteen participants will increase use of health center by 100%. Participants will be able to schedule and attend at least two appointments with a clinician or health educator at the school based health center. All participants will be able to write coherent five paragraph essays and complete their English homework assignments. All participants will be able to complete their basic algebra homework. All participants will be able to identify LMB mentor and their LMB tutor. All participants will be able to understand methods for decreasing peer-peer violence. All participants will be able to understand how to avoid drugs. All students will understand how to avoid unplanned pregnancy.

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

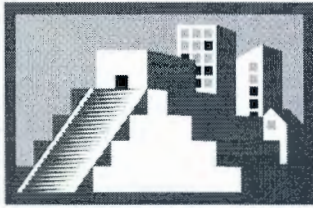
**4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)**

Please select:

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

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

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



**THE  
UNITY  
COUNCIL™**

## **STATEMENT OF QUALIFICATIONS**

### **Mission Statement**

The mission of the Unity Council is to help families and individuals build wealth and assets through comprehensive programs of sustainable economic, social and neighborhood development.

The Unity Council, a community development corporation, enriches the quality of life for families through a multitude of direct service programs. Located in the Fruitvale district of Oakland, the Unity Council employs a comprehensive strategy to assist individuals and families build assets by focusing on economic, social and neighborhood needs. Each year, thousands of primarily low to moderate income clients are served by providing them with the tools needed to transform their lives and ultimately achieve educational, financial and employment goals.

The economic development programs help individuals secure quality jobs, increase knowledge of healthy personal finance habits, achieve homeownership goals and support small business owners in improving their businesses. Social development programs address service gaps for adults and children by offering a senior center, youth leadership and development programs, and special community events. The neighborhood development programs work to create a safe, vibrant and aesthetically appealing environment that supports and stimulates commerce, while enhancing the quality of life for residents, merchants and visitors.

The Unity Council's Latino Men and Boys Program (LMB) provides educational and academic support, health and wellness programming, and male mentorship for Latino students. The goal is to increase high school graduation and career options for Latinos in Oakland by connecting them to positive role models and culturally relevant programs. Healthy young men who are physically, emotionally and spiritually grounded create positive, healthy outcomes for the entire community. Holistic health education is critical to the success of Latino males who face severe health disparities in Alameda County including high obesity rates, low academic proficiency, high drop-out rates, high exposure to violence, and have limited access to affordable, culturally competent health services. These disparities combined with an increase in the Latino population, create an imperative for intentionally addressing the needs of young Latino males.

The LMB program provides academic tutoring and health-related supplemental programming that improves educational outcomes, i.e. physical and emotional wellness that improves school attendance. We collaborate with school administrators, teachers, counselors and school based health center staff to identify Latino youth who are at risk of dropping out or disengaging from school. Gender-specificity focus is a crucial element in the effectiveness of health education, and cultural authenticity provides an inclusive engagement that is important when talking about sensitive issues.



## BUSINESS ASSISTANCE

### BUSINESS IMPROVEMENT DISTRICT (BID)

The **Fruitvale Business Improvement District (BID)** is a comprehensive neighborhood commercial revitalization program focused on the International Boulevard, Fruitvale Avenue, and Foothill Boulevard commercial corridors. In 2001, commercial property owners voted to adopt a BID to continue revitalization efforts started under the Main Street Program, a neighborhood revitalization model developed by the National Trust for Historic Preservation. In 2006, owners renewed their commitment to supporting improvement activities for an additional five years. The BID continues the work of the Main Street Program which addresses five components of revitalization: safety and cleanliness, economic development, design, promotion, and community organizing. The Unity Council's accomplishments in this area include completing over 150 façade improvements since 1996, installing public art and streetscape improvements, offering business assistance for local merchants, and coordinating daily sidewalk cleaning, graffiti abatement, and tree and flower planting.

*Before*



*After*



*Before and after photos of a Fruitvale Business Improvement District façade Improvement*

### PUBLIC MARKET

The **Fruitvale Public Market** is a small business incubator that provides affordable storefront space and business technical assistance services to micro-enterprises. The project was started to: 1) expand access to business opportunities for entrepreneurs and small businesses; 2) Promote job creation and micro-enterprise development; 3) enhance business opportunities in the Fruitvale and San Antonio neighborhoods. Opened in 2008, the Fruitvale Public Market's 7,000 square foot indoor-outdoor market supports small businesses that add a colorful array of goods and services to the local Fruitvale community. In addition to retail space, entrepreneurs have access to business planning, management and marketing services that help sustain and promote business growth. The Fruitvale Public Market and the adjacent Plaza De La Fuente serve as a link between the Fruitvale Village and the International Boulevard commercial corridor.

### FARMERS' MARKET

The **Fruitvale Farmers' Market** is a year-round biweekly market that provides high quality, locally farm grown fruits and vegetables to the Fruitvale community. The market transforms the beautiful plazas in and around the Fruitvale Village into active public spaces filled with farmers, craft vendors, and local musicians. The market also provides low-income residents with the opportunity to purchase fresh, healthy foods through government-sponsored food programs like Women Infants and Children (WIC) and Electronic Benefit Transfer (EBT). The Unity Council coordinates the market in conjunction with local community and health organizations to promote healthy and active lifestyles while addressing health concerns often found in lower-income minority communities. The Fruitvale Farmers' Market is located at 34th Avenue and East 12th Street.

### HOMEOWNERSHIP CENTER

The Homeownership Center (HOC) works to create opportunities for families to develop financial security by expanding sustainable homeownership for lower income and underserved residents in Oakland and beyond. The HOC helps residents to improve their financial fitness and purchase their first home through a combination of homebuyer education, counseling and first-time homebuyer assistance. Recently, the HOC shifted its focus to expand the availability of bilingual foreclosure prevention workshops and counseling to homeowners at risk of losing their homes.

## SOCIAL DEVELOPMENT

### CHILDREN & FAMILY SERVICES

#### HEAD START AND EARLY HEAD START

The Unity Council's Head Start and Early Head Start programs operate at four sites located throughout Oakland, providing 513 very low-income families with early childhood development services from pregnancy through transition to preschool or kindergarten. Both of these programs provide individualized early learning development, comprehensive family services, and opportunities for family and community participation. Three service delivery options are available to meet the needs of the families. First, home based services offer visits and socialization experiences to pregnant mothers, newborns, and preschoolers. Second, half-day programs are available to the majority of children and their families. Finally, full-day childcare is available at two Early Head Start locations for families with childcare subsidies. All programs offer educational and early childhood development services, health and nutrition education, advocacy, social services and assistance with community resources.

### YOUTH & LEADERSHIP DEVELOPMENT

#### YOUTH-RECREATION-AFTERSCHOOL ACTIVITIES

Youth in the Fruitvale community have limited access to after-school recreational opportunities and programs that help them grow and develop in positive ways. Although the Fruitvale neighborhood has one of the highest concentrations of children living in Oakland, the neighborhood has the fewest after-school activities and teen centers. This is particularly detrimental to the 14 to 18 year-old population, as evidenced by the 50% dropout rate among Latino students in the Fruitvale neighborhood. With funding from the Oakland Fund for Children and Youth and Team Up for Youth, the Unity Council has begun addressing the critical sports and recreation needs of Fruitvale youth. The 6 p.m. to 9 p.m. Program coordinates soccer, volleyball, softball and basketball leagues for over 500 youth who practice weekday evenings at the Cesar Chavez Education Center. The Girls Sports Program offers sports and outdoor recreational activities, including tennis, golf and kayaking, for girls ages 9 to 16 years.

#### FAMILY LITERACY

The Family Literacy Program promotes the literacy development and achievement of parents and their children as they learn together. Literacy is more than acquiring the skills to read and write; it empowers families to advocate for changes in government, education and communities. We recognize parents as the primary educators of their children, and while our main goal is to prepare children to enter school, we also help families learn to support and advocate for their children's education. This approach ensures that Latino students stay in school and achieve academic success.

#### AMERICORPS

AmeriCorps members are comprised of youth from the Fruitvale community who participate in leadership development and community projects. Members play a significant role in supporting and enhancing the Unity Council's One-Stop Career Center by providing multilingual tutoring and mentoring services. In addition to working directly with clients, AmeriCorps members create partnerships with community organizations and participate in service events. They also participate as volunteers in the Volunteer Income Tax Assistance (VITA) project which has completed tax returns for over 2,300 families and has returned over \$1 million in earned income tax credit (EITC) to the local community. The AmeriCorps program provides an excellent opportunity for youth from our community to develop into future leaders.

#### SENIOR SERVICES

Through three residential senior housing facilities and the Fruitvale-San Antonio Senior Center, the Unity Council provides high quality supportive services to over 1,000 low-income, monolingual and multi-ethnic seniors ages 50 and older. In February 2004, the senior center moved to a new City of Oakland facility at the Fruitvale Village and expanded its program to serve more Latino, Cambodian and Laotian immigrant seniors in partnership with Cambodian Community Development Inc. The Fruitvale-San Antonio Senior Center is dedicated to promoting healthy and on-going social, educational and physical development for seniors on a daily basis by providing information and referrals and a rich array of activities. Activities include exercise classes, pool, card games, chess, bingo, mental health discussion forums, arts and crafts, field trips and educational classes such as "Survival English", Cultural Studies, Computer Literacy, and Citizenship Preparation. Daily hot lunches are provided by BACS (Bay Area Community Services) for a small fee.

**SPECIAL EVENTS** (as scheduled)**DÍA DE LOS MUERTOS FRUITVALE FESTIVAL***View from a music stage at the Día de los Muertos Festival*

Throughout the year, the Unity Council hosts various special events in the Fruitvale community. The largest event, the Día de los Muertos Fruitvale Festival, celebrates life by remembering and honoring departed loved ones. The 2008 Festival drew more than 80,000 attendees from around the Bay Area and beyond. The Fruitvale Festival is the largest single-day Día de los Muertos event in the United States, and has been inducted by Congresswoman Barbara Lee into the United States Library of Congress as a "Local Legacy" for the State of California.

**NEIGHBORHOOD DEVELOPMENT****COMMUNITY CENTERS****COMMUNITY RESOURCE CENTER**

The Unity Council's Community Resource Center, located at 1900 Fruitvale Ave, houses the administrative offices as well as many of the programs of the Unity Council. Also at the CRC are a Merritt College community satellite office and classes, and an Alameda County Healthcare for the Homeless office. It was built in 1977 and was not only the first commercial building built in the Fruitvale since World War II, it was also the first community resource center in the area where local residents could access a variety of different social services in the same place.

**FRUITVALE VILLAGE**

Completed in 2004, the Fruitvale Village is a transit oriented, mixed-use development located at the Bay Area Rapid Transit (BART) Fruitvale station. The goal of the Fruitvale Village is to revitalize the Fruitvale commercial corridor and link the community's thousands of daily commuters to neighborhood businesses and services. A model for urban redevelopment, this project supports a number of amenities including a commercial/retail shopping area, a large pedestrian plaza, and community services ranging from health care clinics to early childhood development centers. In addition, the Fruitvale Village houses a public library, ARISE High School, West Coast Children's Clinic, various community organizations, a senior center, and 47 units of housing. The developer of the project is the Fruitvale Development Corporation, a support corporation of the Unity Council.

*View of the Fruitvale Village***MASONIC TEMPLE**

The Fruitvale Masonic Temple, built in 1908 by renowned Fruitvale architect/engineer Hugo Storch, was purchased by the Unity Council in 1998 as part of its Fruitvale Village revitalization efforts for the area. It has housed many fraternal orders (among them Ah Wah Nee Tribe, Woodmen of the World, Fruitvale Circle and the Masons). Later it housed Babe's Gym (George Foreman trained here) and the Oakland Fencing Club. It currently houses the Fruitvale Public Market and Farmacia Remedios. The Unity Council plans to renovate the Masonic Temple and transform it into a community cultural center for residents and visitors.

**HOUSING DEVELOPMENT**

Through managing three developments (Posada de Colores, Las Bougainvilleas, Casa Velasco), the Unity Council provides over 180 units of affordable housing to limited-income seniors. Las Bougainvilleas, completed in 1998, has received several architectural design and service awards. The popularity of the senior housing developments is indicated by the waiting lists. Within five years the Unity Council, in partnership with a private developer, will build additional units of housing as part of Phase II of the Fruitvale Village development.

**OPEN SPACE INITIATIVE**

The Fruitvale district is one of Oakland's most densely populated neighborhoods with a high concentration of children but few parks and open spaces. The Unity Council addresses the lack of parks and recreational assets by utilizing a community stewardship model to sustain new and improved assets for the future. Development has been completed at the premier 9-acre waterfront park at Union Point on the Oakland estuary, along with park redesign at Josie de la Cruz Park. Plans for youth-driven improvements to Foothill Meadows Park, recently renamed in honor of César E. Chávez, and redevelopment of the Fruitvale Plaza Park on International Boulevard and 35<sup>th</sup> Avenue are currently underway.

# EPLS

## Excluded Parties List System



### Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

### View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

### Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

### OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

### EPLS Search Results

## Search Results for Parties Excluded by

Individual : spanish speaking unity council  
 As of 14-Sep-2012 12:16 PM EDT  
 Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

### Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

### Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

### Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

### Contact Information

- > For Help: Federal Service Desk



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: CA

DATE(MM/DD/YYYY)

12/06/11

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

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

<b>PRODUCER</b> Der Manouel Ins & Fin Svcs Inc Der Manouel Insurance Group P.O. Box 28906 Fresno, CA 93729-8906 Carol Burns	559-447-4600	<b>CONTACT NAME:</b> Carol Burns <b>PHONE (A/C No. Ext):</b> 559-447-4600 <b>E-MAIL ADDRESS:</b> cburns@dmig.com <b>PRODUCER CUSTOMER ID #:</b> UNITY-5	<b>FAX (A/C No.):</b> 559-447-4658
<b>INSURED</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	
Spanish Speaking Unity Council of Alameda County, Inc. DBA: The Unity Council & Peralta Service Corporation 1900 Fruitvale Ave, Suite 2A Oakland, CA 94601		<b>INSURER A:</b> Great American Insurance Co. <b>INSURER B:</b> Cypress Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	PAC1437909	10/01/11	10/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAP1437910	10/01/11	10/01/12
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$ nil					EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab		PAC1437909	10/01/11	10/01/12	Aggregate 2,000,000 Ea Claim 1,000,000

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

Re: Services provided to United For Success Academy by The Unity

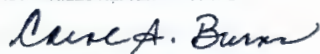
Council Latino Men and Boys Program

Location: 2101 35th Avenue, Oakland, CA

Date: 01/03/2012 through 06/30/2012

Endorsement attached: CG 20 10 07/04

**CERTIFICATE HOLDER****CANCELLATION**

OAKLA-3  Oakland Unified School District 1025 Second Avenue Oakland, CA 94606-2212	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

## Basic Directions

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

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

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

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

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

## Contractor Information

Contractor Name	Spanish Speaking Unity Council	Agency's Contact	Paul S. Flores		
OUSD Vendor ID #	V054514	Title	Latino Men and Boys Program Manager		
Street Address	1900 Fruitvale Ave. Suite 2A	City	Oakland,	State	CA Zip 94601
Telephone	(510) 535-5980	Email (required)	pflores@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	11/01/2012	Date work will end	06/30/2013	Other Expenses	\$ 5,000.00
Pay Rate Per Hour (required)	\$ 8.00	Number of Hours (required)	625.00		

## Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
3181	SIG	2283181101	5825	\$ 5,000.00
			5825	\$
			5825	\$
Requisition No. (required)	R0304089		Total Contract Amount	\$ 5,000.00

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

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

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

1.	<b>Administrator / Manager (Originator)</b>	Name	Elia Bustamante		Phone	(510) 535-3880
	Site / Department	228-United for Success Academy			Fax	(510) 535-7139
	Signature				Date Approved	9-10-12
2.	<b>Resource Manager, if using funds managed by:</b> <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships					
	<input checked="" type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature				Date Approved	9/17/12
	Signature (if using multiple restricted resources)				Date Approved	
3.	<b>Regional Executive Officer</b>					
	<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				Date Approved	9/19/12
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
	Signature				Date Approved	9-26-12
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract					
Legal	Required if not using standard contract	Approved		Denied - Reason		Date
Procurement	Date Received			PO Number		

PI 302231

2/22