

Board Office Use: Legislative File Info.	
File ID Number	15-0614
Introduction Date	5/13/15
Enactment Number	15-0603
Enactment Date	5/13/15



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by Procurement) 5/13/15

Subject Professional Services Contract - People United for a Better Life in Oakland (PUEBLO)
- Castlemont - Sustainable Urban Desn Academy (SUDA) (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and People United for a Better Life in Oakland (PUEBLO). Services to be primarily provided to Castlemont - Sustainable Urban Desn Academy (SUDA) for the period of 01/20/2015 through 06/30/2015.

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

As outlines in OUSD's Wellness Policy, garden-based nutrition education programs can play a crucial role in improving students' health by promoting healthy eating habits and producing fresh foods. Field studies and job training programs such as culinary arts and natural resource stewardship prepare students fur employment in the growing "green jobs" sector. PUEBLO's staff have 15 years' experience implementing garden/nutrition education, job-training, and service learning/field studies programs in partnership with OUSD sites. In addition, newly emerging industries including advanced manufacturing and design will be developed through the partnership..

Discussion
One paragraph summary of the scope of work.

A contract between OUSD and PUEBLO for the latter to provide: 1) Development of the program infrastructure for Castlemont High's small-scale farming, culinary arts training, field studies/natural resource stewardship, and fresh foods enterprise training programs; 2) Implementation of agricultural education, culinary arts, and farm-to-school enterprise training programs for 50 students in grades 9-12; 3) Sustainable urban design field studies, career training, college preparation, and service-learning programs serving 75 9th-12th grade students; and 4) Advanced Manufacturing program support through fablab and support and facilitation of after school and summer green jobs program. Contractor will also support the development of an on-site agricultural operation which will create job training and business development opportunities for Castlemont students in the emerging local foods sector, while providing a source of healthy foods to support Castlemont's farm-to-school activities.

Recommendation Ratification of professional services contract between Oakland Unified School District and People United for a Better Life in Oakland (PUEBLO). Services to be primarily provided to Castlemont - Sustainable Urban Desn Academy (SUDA) for the period of 01/20/2015 through 06/30/2015.

Fiscal Impact Funding resource name (please spell out) Academy
not to exceed 37,000.00

Attachments

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

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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between People United for a Better Life in Oakland (PUEBLO) (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" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 1/20/2015, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below 84100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed 84100, whichever is later. The work shall be completed no later than 6/30/2015.

- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Thirty Seven Thousand Dollars (37,000) [per fiscal year], at an hourly billing rate not to exceed 40.00 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* _____, which shall not exceed a total cost of 37,000.

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: Timothy Bremner
Site /Dept.: Castlemont - Sustainable Urban Design Academy (SUDA)
Address: 8601 MacArthur Blvd
Oakland CA 94605
Phone: 510-501-0983
Email: timothy.bremner@ousd.k12.ca.us

CONTRACTOR:

Name: John Yuasa
Title: Executive Director
Address: 3528 Foothill Blvd.
Oakland CA 94601
Phone: 510-535-2525
Email: johoyuasa@gmail.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

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

9. **Insurance:**

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

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

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

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

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

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 contract with OUSD pupils in providing services to the District under this Agreement.
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
 20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
 21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
 22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).
- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

[Handwritten Signature]

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

[Handwritten Signature]

Secretary, Board of Education

CONTRACTOR

[Handwritten Signature]

Contractor Signature

John Yuasa/Susana Garcia

Executive Director/Operations Manager

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

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By: OA

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.

A contract between OUSD and PUEBLO for the latter to provide: 1) Development of the program infrastructure for Castlemont High's small-scale farming, culinary arts training, field studies/natural resource stewardship, and fresh foods enterprise training programs. 2) Implementation of agricultural education, culinary arts, and farm-to-school enterprise training programs for 50 students in grades 9-12. 3) Sustainable urban design field studies, career training, college preparation, and service-learning programs serving 75 9h-12th grade students. 4) Advanced Manufacturing program support through fablab and support and facilitation of after school and summer green jobs program. Contractor will also support the development of an on-site agricultural operation which will create job-training and business development opportunities for Castlemont students in the emerging local foods sector, while providing a source of healthy foods to support Castlemont's farm-to-school activities for the period of 1/20/15 to 6/30/15 for an amount not to exceed \$37,000.

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.

125 students will receive support for academic and career success in the fields of sustainable urban design, natural resource management, and fresh foods enterprises through field studies, project-based learning, and apprenticeship/training programs. 100% of students will be exposed and gain access to college and career programming through the following hands on community based projects. This will lead to 95% attendance rate and 80% graduation rate of academy students.

- Development of program infrastructure will support ongoing career training programs in culinary arts, small-scale agriculture, fresh foods enterprises, advanced manufacturing and engineering and natural resource stewardship in grades 9-12.
- Development of small-scale agricultural operation and processing/packaging/preparation infrastructure will support improved health outcomes of school community through increased consumption of fresh foods, and linked fresh food education programs. In addition, design and build projects linked to community projects, generating local economy and building college/career skills will be supported.

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 checked="" type="checkbox"/> Accountable for quality |
| <input checked="" 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.

SAM Search Results
List of records matching your search for :

Search Term : people* united* for* a better* life* in oakland*
Record Status: Active

ENTITY	PEOPLE UNITED FOR A BETTER LIFE IN OAKLAND, INC	Status:Active
DUNS: 034490897	+4:	CAGE Code: 6HUE9 DoDAAC:
Expiration Date: Mar 25, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 3528 FOOTHILL BLVD		
City: OAKLAND	State/Province: CALIFORNIA	
ZIP Code: 94601-3607	Country: UNITED STATES	

PUEBLO – Statement of Qualifications

Formed in 1989, People United for a Better Life in Oakland (PUEBLO) is a multi-ethnic, multi-issue grass-roots organization serving low-to-moderate income families from across Oakland. Its mission is to build the leadership of low-income people, people of color and youth through education and skill development so they can strive to change the institutions that affect their lives at a local, county and regional level. PUEBLO's approach to social change includes organizing through community education, leadership development, direct action, coalition building, policy research & analysis and, most importantly, developing strong youth leaders.

Using the power of grass-roots organizing, PUEBLO has won reforms in the areas of public health, education, living wage, environmental justice and youth development, as well as public safety. Among its most notable achievements, PUEBLO initiated the Alameda County Lead-Poisoning Prevention Program that offers free lead screening to low-income cities in Alameda County. That program became a national model, and one of our members is the community representative who sits of the Board that oversees its operation. PUEBLO also persuaded the Oakland Unified School District to provide free measles vaccinations to every Oakland public school student who had not been inoculated, when an outbreak of measles occurred in Oakland in 1989. Its youth leadership mission (Y.O.U.) led the movement, working with other youth organizations, to offer a ballot initiative (Kids First) that required the City of Oakland to allocate 2.5% of its general fund revenues to programs for children and youth. The Measure passed overwhelmingly, and was renewed and amended to double the resource allocation by ballot last November (Measure OO).

In 1993, PUEBLO initiated its Campaign for Community Safety and Police Accountability, in response to outreach efforts that identified police misconduct as a major concern. In 1996, working with the ACLU and the American Friends' Service Committee, PUEBLO sponsored a public hearing on Police Accountability that resulted in an Ordinance strengthening Oakland's Citizens' Police Review Board. In 1998, PUEBLO introduced a Risk Management strategy which was adopted by the City Council that aimed to make the Oakland Police Department financially accountable for the exposure to costly law suits that resulted from police abuse. And, in 2005, PUEBLO conducted a survey, in conjunction with the City of Oakland, which collected data from 1000 Oakland residents who were asked about their recent interactions with Oakland police officers, and built on this work in 2010 through a youth-targeted survey conducted with over 200 students at three public high schools.

In 2007, PUEBLO developed Youth Greening Oakland, a summer job training program for Oakland youth focusing on edible garden installation/maintenance, fresh food harvesting/distribution, and food systems change. Through this innovative program, over 150 youth ages 14-21 of low-income families have carried out community research and needs assessment, facilitated neighborhood listening sessions to guide decision-makers in policy development, conducted outreach at local events to promote fresh local foods, and harvested thousands of pounds of donated fresh fruit from the backyards of Oakland homeowners, distributing them at no cost to low-income seniors and after-school programs. The program has built broad partnerships with both public agencies, allied CBO's, and community leaders.

PUEBLO plays an important role in several local public-private collaborations whose focus is to achieve systems change that works to improve community health, peace, and economic development. Some of these collaborations include the Oakland Climate Action Coalition, Oakland's Food Policy Council, the HOPE Collaborative, East Oakland Building Healthy Communities Initiative, and the Alameda County Green Corridor Partnership.

PUEBLO began in the fall of 2011 to operate year-round school-based programs, creating partnerships with Rudsdale Continuation School, Metwest High School and the Sustainable Urban Design Academy (SUDA, located at Castlemont High School). All three schools are small schools serving East Oakland youth of vulnerable communities, whose innovative structures and specific academic focuses enable us to integrate our project-based learning programs into their core curriculum. At SUDA, students have learned and applied strategies of sustainable urban design by working with city planners. In all three schools, we have engaged students (over 150 total) in conducting community assessments, designing/installing edible gardens in nearby parks, and carrying out ecosystem restoration. In doing so, students have learned basic principles of urban watershed ecology and healthy food systems, developed vision and strategies, and met with neighborhood partners and city decision-makers to gain the support needed to implement their projects.

Beginning in 2015, PUEBLO has initiated a plan to strengthen its management and administrative structure in order to position the organization towards long term sustainability. This strategy is designed to give PUEBLO better coordination, creativity and growth to its many programs and fiscally sponsored projects. This change has also brought about a change in leadership, both at the board and executive levels. The board is working to expand its membership to give it more experience to balance the talented and passionate young people who now form the majority on the board.

The new Executive Director of PUEBLO, John Yuasa, comes with a lifetime of involvement in Oakland and East Bay communities. John attended local public schools before going on to the University of California. He is also a graduate of the Hastings College of Law. John has an extensive background in the management of organizations and businesses that will lead PUEBLO in its governance and operations to carry out the organizational mission.

John began his career as a Peace Corps Volunteer in the Dominican Republic followed with work in various programs of the War on Poverty including OEDCI, the Oakland program. He was the Executive Director of several local non-profits, including the Tiburcio Vasquez Health Center and the East Bay Asian Local Development Corporation.

In 1976, John became an HEW Fellow and then was appointed as the Deputy Director of the Office of Federal Contract Compliance Programs in the Department of Labor. After the change in administrations, John held a senior management position in the New York City Transit Authority. Thereafter, John owned and operated a manufacturing business in Connecticut.

In 2001, John returned to Oakland where he held the positions of Health Policy Director and Director of Claiming Our Democracy at The Greenlining Institute. Following that, he became the Director of Health Career Connection, a paid summer internship program for students from economically disadvantaged communities. Prior to becoming the Executive Director of PUEBLO, he had been a management consultant to various nonprofits.



PUEBLO

3825 Foothill Blvd.
Oakland, CA 94601

March 10, 2015

To whom it may concern:

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, TB testing 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 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 fingerprint results for each of its employees within the current fiscal year or, where Contractor received fingerprint results in previous fiscal years. 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 with their ATI numbers. A complete and accurate list of all Employees who may come in contact with OUSD pupils during the course and scope of the Agreement is attached hereto." Fingerprint and TB Test Results will be made available to OUSD on demand. I am a duly authorized representative of CONTRACTOR entering into this Agreement with OUSD and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of CONTRACTOR.

Contractor: People United for a Better Life in Oakland

Signature:

Title:

Executive Director

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015



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

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

Contractor Information

Contractor Name	People United for a Better Life in Oakland (PUEB)	Agency's Contact	John Yuasa
OUSD Vendor ID #	1005358	Title	Executive Director
Street Address	3528 Foothill Blvd.	City	Oakland
Telephone	510-535-2525	State	CA
		Zip	94601
		Email (required)	johoyuasa@gmail.com
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	1/20/2015	Date work will end	6/30/2015	Other Expenses	37,000
Pay Rate Per Hour (required)	40.00	Number of Hours (required)	925		

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
6386	Academy	3013905101	5825	37,000
			5825	
			5825	
Requisition No. (required)	R0152881	Total Contract Amount		37,000

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.	Administrator / Manager (Originator)	Name	Timothy Bremner	Phone	510-501-0983
	Site/Department (Name & #)	Castlemont - Sustainable Urban Design Academy (SUDA)	Fax		
	Signature		Date Approved	12/10/2014	
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships <input type="checkbox"/> Risk				
	<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.	Network Superintendent/Deputy Network Superintendent				
	Signature		Date Approved	3/10/15	
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$84,100				
	<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		
5.	Superintendent, Board of Education Signature on the legal contract				
	Legal Required if not using standard contract	Approved	Denied - Reason		Date
	Procurement	Date Received	PO Number	P1507370	

Board Office Use: Legislative File Info.	
File ID Number	15-0614
Introduction Date	5/13/15
Enactment Number	
Enactment Date	



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2014-2015

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

1. **Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 1/20/2015, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below 84100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed 84100, whichever is later. The work shall be completed no later than 6/30/2015.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Thirty Seven Thousand Dollars (37,000) [per fiscal year], at an hourly billing rate not to exceed 40.00 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

4. **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 37,000.

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

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

6. **Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
7. **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: