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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Susan Beltz, Chief Technology Officer

Meeting Date June 8, 2022

Subject Ratification of No-Cost Agreement with Safer School Solutions, LLC
Contractor: Safer School Solutions, LLC
Services For: April 21, 2022 - March 25, 2025

Ask of the Board Ratification of No-Cost Agreement with Safer School Solutions, LLC, Fort Lauderdale, FL, for the period April 21, 2022 to March 25, 2025

Background Oakland Unified School District applied for membership in the Chiefs for Change School Safety Cohort, consisting of five to seven members representing approximately 500 schools collaborating to enhance their safety and security culture. This award will support the District by providing technical assistance via Safer School Solutions for its school safety cohort. Chiefs for Change is providing a grant administered by the Oakland Public Education Fund to support the implementation services provided by Safer School Solutions. Hence, a no-cost MOU has been executed with Safer School Solutions, with the funding received through the grant administered by the Oakland Public Education Fund used to cover these costs, which are entirely covered through the funds provided by the grant.

Discussion The District seeks to participate in the Chiefs for Change initiative for 2022 to create a community of practice to help manage school safety challenges including school climate, targeted violence, threat assessment and reporting, bullying, COVID-19, cybersecurity and malicious cyber actors, and mental health issues.

Chiefs for Change is providing a grant administered by the Oakland Public Education Fund to support technical assistance for its school safety cohort. The cohort of districts will confidentially work together to:

1. Establish a community of practice to develop better processes and tools to improve transparency and accountability for the execution of district policies, procedures, and protocols.
2. Support safety and security processes, procedures, and assessments to inform continuous improvement opportunities.

3. Create reports and artifacts that will benefit other Chiefs for Change members and districts nationally.

The cohort convenings will include the Superintendent or designee, along with District leaders of school safety and cybersecurity. This cohort community of practice is intended to serve as a model and to move this critically important work forward using innovative solutions and the wealth of experience of the Chiefs for Change member districts.

The community of practice and the work with Safer School Solutions will focus upon systems and procedures related to school safety and cybersecurity. No confidential information about individual students or staff will be shared as part of this engagement.

Competitively Bid	No. This is a no-cost agreement, with all funds due to Safer School Solutions paid directly by the Oakland Public Education Fund using the Chiefs for Change grant funds specifically allocated for this purpose.
Fiscal Impact	None
Attachment(s)	<ul style="list-style-type: none">● No-Cost MOU● School Safety Cohort Award Letter (Chiefs for Change and OUSD)

OUSD and Safer School Solutions SERVICES AGREEMENT

This Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

Safer School Solutions, LLC

The PARTIES hereby agree as follows:

1. **Term.**

This Agreement shall start on April 21, 2022.

- a. The work shall be completed no later than the below date (“End Date”):

03/25/2025

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. **Services.** VENDOR shall provide the services (“Services”) as described in #1A and #1B of **Exhibit A**, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of **Exhibit A** whether and how its services would be able to continue.

3. **Alignment.** VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.

4. **Inspection and Approval.** VENDOR agrees that OUSD has the right to request inspection of aspects of the Services directly related to its own data or materials created or modified for OUSD, and VENDOR

shall not unreasonably deny OUSD the opportunity to make such an inspection. The Services performed by VENDOR must meet the approval of OUSD (which shall not unreasonably be withheld), and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD, in its reasonable discretion (limited by the requirement to assess the VENDOR's services in good faith), determines that the Services were not performed in accordance with this Agreement.

5. **Data and Information Requests.** VENDOR and OUSD do not contemplate the exchange of any individual student's data.

6. **Confidentiality and Data Privacy.**

a. OUSD may provide proprietary or confidential processes, procedures, policies, practices, security practices and other OUSD information ("OUSD Documents") as necessary to the Services. VENDOR shall maintain strictest confidence and protect any non-public information from disclosure by its agents and employees to third parties, except where required by law. Both during the term of the Agreement and subsequently and indefinitely VENDOR may continue to use and share the OUSD's non-attributable data with any participating districts and schools that are also under contract with VENDOR (hereafter, "Cohort Participants") and attributable data with OUSD's written consent. OUSD understands that the Services are being provided as part of a cooperative national cohort and that any templates created, produced or used are for the use of OUSD but remain the property of VENDOR. VENDOR shall be permitted to share OUSD Documents only for the purpose of this Agreement.

b. VENDOR understands that student data is confidential. VENDOR and OUSD do not contemplate the exchange of any individual student's data. OUSD should ensure that OUSD employees do not enter student data into the EagleEyED platform. VENDOR will provide a notice on its EagleEyED platform that student data should not be entered into EagleEyED.

c. OUSD shall ensure that its agents and employees do not use EagleEyED system for any purpose not covered under this

Agreement and shall ensure that any information obtained from the EagleEyED system is not disseminated, transmitted, communicated, or otherwise shared with any third-party unless required by law.

- d. VENDOR shall provide a notice on its EagleEyED platform regarding the permitted uses and restrictions on information on the EagleEyED platform.
- e. All confidentiality requirements extend beyond the termination of this Agreement.

7. **Copyright/Trademark/Patent/Ownership.** OUSD understands that the Services are being provided as part of a cooperative national cohort of school districts and schools that are under contract with VENDOR for the EagleEYED platform (the Cohort Participants) and that any templates provided to OUSD by VENDOR are for the use of OUSD but remain the property of VENDOR. Any data, including OUSD Documents, entered into the EagleEyED platform by OUSD is for the use of OUSD and will not be shared with any third parties unless otherwise approved in writing by OUSD. Cohort Participants are not deemed third parties for purposes of this Agreement. VENDOR may share non-attributable data with any and all Cohort Participants through the EagleEyED platform and attributable data with the agreement of OUSD. This remains the case regardless of whether the district/school (in this case, OUSD) to whom the content is attributed terminates its contract with VENDOR or no longer uses VENDOR's services. OUSD has no claim to copyright, trademark, patent or any other ownership of information existing in the EagleEyED platform, other than its own materials. OUSD shall have the right to continue to use any created templates after the termination of the Agreement, but it may not copyright, trademark, patent, or make any affirmative claims of ownership or exclusive use of such templates.
8. **Compensation.** VENDOR agrees to provide the Services at no cost to OUSD for term of Agreement. The Oakland Public Education Fund ("Fund") is responsible for paying VENDOR for the services contemplated herein, and VENDOR and Fund will execute a separate agreement regarding payment for Services with OUSD as a third-party beneficiary. This Agreement is contingent on and becomes effective upon the execution of the agreement for payment for services between the Fund and VENDOR.

9. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement. VENDOR shall supply access to the software platform but does not provide any equipment such as computers for the performance of the Agreement.

10. **Termination.**
 - a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.

 - b. For Convenience by VENDOR. VENDOR may at any time terminate this Agreement upon thirty (30) days prior written notice to OUSD.

 - c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

 - d. For Nonpayment by Fund. VENDOR may terminate this Agreement for non-payment after giving written notice to the Fund and OUSD of non-payment, if all payment past and due is not paid within 30 calendar days of the written notice.

- e. Upon termination, if requested by OUSD, VENDOR shall provide OUSD with any materials produced by VENDOR for OUSD pursuant to this Agreement. Upon termination, VENDOR is not obligated to return electronic documents and data provided to VENDOR by OUSD during the course of the Agreement. OUSD should not provide to VENDOR any original or sole copies of any data or documents. VENDOR will delete all employee related data (names and contact information) received (from platform) within 30 days of contract termination.

11. **Legal Notices.** All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 300
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

VENDOR

Name: Brian Katz
Title: CEO, Manager
Address: 333 Las Olas Way, CU-1
City, ST Zip: Fort Lauderdale, FL 33301
Phone: 954-342-6353
Email: brian@saferschoolsolutions.com

Notice shall be effective when received if personally served or

emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

12. Status.

- a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees 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. VENDOR 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 VENDOR's employees.
- b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If VENDOR is a business entity, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and VENDOR is in writing;
 - (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
 - (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
 - (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved

- in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the services;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor’s State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

13. Qualifications and Training.

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in 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, if VENDOR was selected, at least in part, on such representations and warrants.

14. Certificates/Permits/Licenses/Registration. VENDOR’s employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this

Agreement.

15. **Insurance.**

- a. Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. 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 VENDOR. The policy shall protect VENDOR 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.
- b. Workers' Compensation Insurance. VENDOR 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 (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

16. **Testing and Screening.**

- a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an

intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.

- b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in **Exhibit A**, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD.

Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

- c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) fingerprinting and subsequent arrest notification services. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

17. **Incident/Accident/Mandated Reporting.**

This Agreement does not contemplate the possibility that VENDOR's Services could be involved in or the cause of any significant accident or incident at OUSD's physical site, due to the nature and scope of Services. VENDOR shall notify OUSD, via email pursuant to Paragraph 11 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident at OUSD physical sites involving VENDOR or Services. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement,

possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

18. **Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. This provision only applies if VENDOR provides services physically on OUSD’s premises. Consistent with the requirements of Paragraph 17 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 11 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.
- c. This provision only applies if VENDOR provides services physically on OUSD’s premises. VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
- d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

19. **Assignment.** The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior

written consent of OUSD shall be null and void.

20. **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, VENDOR 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, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
21. **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, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
22. **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 subsequent act from constituting a violation of this Agreement.
23. **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.
24. **Conflict of Interest.**
 - a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
 - b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between

VENDOR'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.

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

25. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR 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.sam.gov/>).
26. **Limitation of OUSD Liability.** OUSD shall have no financial obligations under this Agreement other than as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, except for intentional conduct, 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.
27. **Limitation of VENDOR Liability.** VENDOR shall not be liable if data or records are destroyed by fire, theft, or acts of God or nature. VENDOR is not responsible for any loss, injury, or damage resulting from any tortious, criminal, or unauthorized conduct by any OUSD employees or third parties, including but not limited to

unauthorized dissemination of confidential information contained in the system.

No guarantee: VENDOR makes no representations, warranties, or guarantees that its services will eliminate risk of either physical or cyber security breaches and any resulting loss, damage, or injury. Except for each party's indemnity obligations, and the Fund's payment obligations, under no circumstances will either party's total liability of all kinds arising out of or related to this Agreement regardless of the forum and regardless of whether any action or claim is based on contract, tort, or otherwise, exceed the total amount paid to or owed to VENDOR by the Fund for the services provided to OUSD under this Agreement. Under no circumstances will VENDOR's total liability of all kinds arising out of or related to VENDOR's indemnity obligations exceed three times the total amount paid by the Fund to VENDOR.

28. Indemnification.

- a. To the furthest extent permitted by California law, VENDOR shall indemnify OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses, including attorney's fees and costs, incurred through court decision, arbitration award, or other binding decision, as a result of, and only to the extent of, VENDOR's gross negligence or willful misconduct in the performance of this Agreement. VENDOR'S liability for any subcontractor's work shall be the same and no greater than the extent of VENDOR's liability for its own work.
- b. To the furthest extent permitted by California law, OUSD shall indemnify VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("VENDOR Indemnified Parties") from any and all claims or losses, including attorney's fees and costs, incurred through court decision, arbitration award, or other binding decision, as a result of, and only to the extent of, OUSD's gross negligence or willful misconduct in the performance of this Agreement.
- c.

29. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all records and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
30. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
32. **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.
33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Provisions Required By Law Deemed Inserted.** Each and every

provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

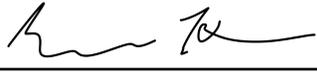
35. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
36. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
38. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
39. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper

- authority and empowered to enter into this Agreement.
- b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
 - c. Notwithstanding Paragraph 10, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
40. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

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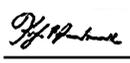
IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

VENDOR

Name: Brian Katz Signature: 
Position: Chief Executive Officer Date: 4/21/22

OUSD

Name: Susan Beltz Signature: 
Position: Chief Technology Officer Date: 4/25/2022
 Board President
 Superintendent
 Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell Signature: 
Position: Secretary, Board of Education Date: 6/9/2022

Approved as to form by OUSD Attorney Carrie M. Rasmussen on 4/19/2022


EXHIBIT A

- 1A. **General Description of Services to be Provided:** *This includes the intended outcomes, relevant information on all programs, projects, and services, and the specific the site(s) for each program, project, or service.*

VENDOR shall provide their proprietary safety and security accountability technology, referred to as the EagleEyED™ Safety, Security & Accountability Platform and provide service and support as described below. VENDOR's cloud-based solution includes the EagleEyED mobile application and will securely maintain OUSD emergency plans, security assessments, relevant resource allocation data, safety & security task tracking, drill management and additional site-specific information. VENDOR takes no responsibility for the misuse/unauthorized access or dissemination of data within the platform by OUSD employees. VENDOR's solution allows OUSD to create customizable assessment and drill compliance criteria for each site and provides the ability to track site compliance including allowing OUSD to: create drill-specific compliance criteria; and assign compliance criteria to specific users based on role; allow user role to schedule and report drills; and share scheduled drills; and schedule confidential (unplanned) drills that are not pre-announced to specific user roles; and allow for inclusion of required attendees for specific drills; and track drill scheduling and completion; and access a compliance dashboard with reporting features. At all times OUSD remains the sole party responsible for selecting, evaluating, implementing, and ensuring compliance with, any and all of its safety policies and procedures. VENDOR does not guarantee or promise that use of its services will result in any reduction in risk. VENDOR does not vouch for or endorse any particular safety policy or procedure, or template that facilitates the implementation of any such policy or procedure, and does not have any responsibility for selecting, modifying, evaluating, or ensuring the implementation of any safety policy or procedure that OUSD in its sole discretion chooses.

(a) VENDOR's Responsibilities. VENDOR shall implement OUSD'S chosen physical and cyber security accountability program.

- 1) VENDOR shall provide OUSD with current leading practice assessment templates within the EagleEyED system, as

developed by the Chiefs for Change Safety cohort (for which District is a participant).

- 2) VENDOR shall provide or make available analytics and reporting capabilities within the EagleEyED system, allowing OUSD administrators to establish which users and role sets may access such data.
- 3) VENDOR shall make its best efforts to integrate the EagleEyED system with OUSD's Single Sign-on provider for integration.
- 4) VENDOR shall set up and initiate the secure OUSD EagleEyED system to include the following:
 - i. Comprehensive & Periodic Assessment Tracking; and
 - ii. Drill Management; and
 - iii. Safety & Security Task Tracking; and
 - iv. Safety & Security Resource Deployment Tracking
 - v. Policy and Procedure Tracking
- 5) VENDOR will complete all data entry to upload relevant OUSD policies and procedures into the platform.
- 6) VENDOR will create and upload the following templates:
 - i. OUSD security assessment template to be used by OUSD for future OUSD assessments; and
 - ii. Comprehensive school site security assessment template to be used by OUSD for future assessments (created by OUSD); and
 - iii. Periodic assessment templates (samples approved by OUSD with further OUSD ability to add additional on their own); and
 - iv. Additional templates as agreed upon between OUSD and VENDOR.
- 7) VENDOR will provide the following training to OUSD:
 - i. Initial training delivered to OUSD emergency management leadership and/or EagleEyED

administrators in all aspects of the EagleEyED safety and security assessment modules. Training may be pre-recorded and online.

- ii. Training delivered to OUSD administrators and staff via complete eLearning courses to learn:
 - a) How to use EagleEyED; and
 - b) How to use EagleEyED mobile app; and
 - c) How to develop site specific assessments; and
 - d) How to complete assessments, task tracking, drill tracking & resource deployment modules; and
 - e) How to manage drills; and
- iii. Training will be delivered through a blended learning program of onsite instruction, instructor-led live webinars and eLearning that includes user quizzes and dashboard functionality to track learning progress including pass/fail quiz.

8) VENDOR may provide additional physical security safety services to OUSD as part of the Chiefs for Change (CFC) Safety & Security Accountability Cohort-1 per future agreed upon terms.

(b) Project Milestones and Responsibilities.

1) Project Milestone one (1): EagleEyED and 1 Sample Assessment Template

- i. VENDOR Responsibilities:
 - a) Upon receipt of OUSD site address information, upload relevant site information into the platform by mutually agreed upon deadline and set up a secure OUSD EagleEyED system at time of launch.
 - b) Provide and upload (1) leading practice assessment template into the system at time of launch.
- ii. OUSD Responsibilities: OUSD emergency management leadership will remain available at

reasonable dates and times to VENDOR via email and phone during the implementation timeline. Within 10 (ten) business days of the Effective Date OUSD will provide VENDOR the site names and addresses to all locations to be added within EagleEyED as well as the administrative points of contact who will be administering the product at the OUSD level. VENDOR cannot be responsible if OUSD does not provide required information in a timely manner.

- iii. Completion Criteria: This project milestone will be considered complete when VENDOR has set up, provided OUSD access to a functional EagleEyED system that meets with the OUSD's reasonable approval, and signs-off on completion of this milestone (Addresses entered and administrator access granted).

2) Project Milestone two (2): Comprehensive & Periodic Site Assessment Samples Uploaded to system

- i. VENDOR Responsibilities:
 - a) Within twenty (20) business days of receipt of data content from OUSD, VENDOR will create and upload within the Secure OUSD EagleEyED System the following templates:
 - i. OUSD security assessment template to be used by OUSD for future OUSD assessments (as agreed upon by OUSD); and
 - ii. Comprehensive school site security assessment template to be used by OUSD for future assessments (created in collaboration with and approved by OUSD); and
 - iii. Periodic assessment templates (samples agreed to with OUSD, with OUSD ability to add additional on their own); and

- iv. Additional templates as agreed upon between OUSD and VENDOR.

- ii. OUSD Responsibilities: Within ten (10) business days of cohort completion of the work on the above templates, OUSD will provide VENDOR the templates they wish to have uploaded into the system such and agreed to by VENDOR.

- iii. Completion Criteria: This project milestone will be considered complete when VENDOR has:
 - a) provided OUSD access within EagleEyED to the above listed security assessments; and
 - b) provided OUSD access within EagleEyED to the OUSD assessment template; and
 - c) obtained OUSD's reasonable approval, and signs-off on completion of this milestone

3) Project Milestone three (3): Drill Tracking

- i. VENDOR Responsibilities:
 - a) VENDOR will provide OUSD with the ability to create and assign emergency drills to sites; and
 - b) VENDOR will provide OUSD with the ability to track completion of emergency drills; and

- ii. OUSD Responsibilities: On a schedule mutually agreed upon between OUSD and VENDOR, OUSD will provide VENDOR the:
 - a) Relevant staffing and site information to configure the emergency drills requirement; and
 - b) The emergency drills OUSD wishes to track; and
 - c) The criteria the OUSD wishes to track about the emergency drills.
 - d) All other information and items reasonably requested by VENDOR

- iii. Completion Criteria: This project milestone will be considered complete when:
 - a) OUSD can schedule emergency drills within the EagleEyED platform; and
 - b) Site staff has the ability to acknowledge receipt and completion of emergency drills within the EagleEyED platform.
 - c) OUSD can track the completion of the emergency drills completed by sites.

4) Project Milestone four (4): Onsite/Online Staff Training

- i. Within agreeable scheduling between OUSD and VENDOR, VENDOR will complete the following VENDOR Responsibilities by a date agreed upon mutually, in writing, between OUSD and VENDOR
 - a) Provide to OUSD the following:
 - 1. four (4) online instructor led training sessions during dates and times mutually acceptable by the parties; and
 - 2. one (1) eLearning course available for OUSD continuous training.
- ii. OUSD Responsibilities: OUSD shall provide any onsite training space and work with VENDOR for scheduling and logistics of training (if applicable).
- iii. Completion Criteria: This project milestone will be considered complete when VENDOR has provided the trainings listed above to OUSD.

1B. **Description of Services to be Provided During School Closure or Similar Event:** *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

No, services would not be able to continue.

XX Yes, services would be able to continue as described in 1A.

Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

Click or tap here to enter text.

2. **Waivers (Completed by OUSD Only):** *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

__ Commercial General Liability Insurance. (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)

__ Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)

XX Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)

XX Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students.)



February 24, 2022

Dr. Kyla Johnson-Trammell
Superintendent
Oakland Unified School District
1000 Broadway, Suite 300
Oakland, California 94607

Dear Dr. Johnson-Trammell,

On behalf of Chiefs for Change (CFC), I am pleased to notify you that Oakland Unified School District has been awarded a restricted grant of up to \$166,665. This award will support the district by providing technical assistance via Safer School Solutions for its school safety cohort. This voluntary cohort will be limited to five to seven Chiefs for Change member districts, representing approximately 500 schools, collaborating to enhance their safety and security culture.

This amount will be awarded in one initial payment of \$166,665 upon execution of the grant agreement to The Oakland Public Education Fund, fiscal sponsor on behalf of Oakland Unified School District.

Oakland Unified School District is required to submit the following reports. These reports, which should be signed by an appropriate officer of your agency, should contain:

- (1) Interim Report (May 31, 2022) - a narrative account of what was accomplished by the expenditure of the grant funds (including a description of progress made toward achieving the goals of the grant, the schools benefiting from the grant, and the projected numbers of students/families impacted by the contributions).
- (2) Final Narrative and Financial Report (November 15, 2022) - a financial report reflecting expenditures (unless preapproved all unused funds shall be returned to CFC) aligned to the purpose of the grant, and a narrative account of what was accomplished by the expenditure of the grant funds (including a description of progress made toward achieving the goals of the grant, the schools benefiting from the grant, and the projected numbers of students/families impacted by the contributions).

CFC will provide feedback on this report, and Oakland Unified School District will be expected to submit a final report no later than November 15, 2022. All reports should be submitted electronically to cfcta@chiefsforchange.org. The narrative report shall also include copies of any media coverage of the program and any publication, audio or video program, film, or other media project produced by your agency under this grant for archival, research, or presentation purposes.

Your agency may be required to submit additional reports as requested by CFC on program progress, which could be after November 15, 2022, the date stated as the grant term conclusion, regarding committed but not yet disbursed grant funds.

We are excited to provide critical support during these unprecedented times.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Magee', written in a cursive style.

Mike Magee
Chief Executive Officer

A handwritten signature in black ink, appearing to read 'Kyla Johnson-Trammell', written in a cursive style.

Dr. Kyla Johnson-Trammell, Superintendent