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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Board Meeting Date May 11, 2022

Subject Service Agreement 2021-2022

Contractor: Blueprint Schools Network, Needham, MA

Services for: 201-Claremont Middle School

Action Requested and Recommendation Ratification by the Board of Education of a Services Agreement 2021-2022 by and between the District and Blueprint Schools Network, Needham, MA, for the latter to provide: blueprint’s mission for the Math Fellows Program initiative at Claremont is to improve life outcomes for students by providing the mathematical foundation and critical reasoning skills necessary for success in college and beyond. By increasing math achievement in the middleschool grades, Math Fellows at Claremont will increase the number of students passing Algebra 1 and higher level mathematics courses, ultimately increasing the number of students prepared for post-secondary mathematics courses for the period of August 9, 2021 through May 26, 2022 in an amount not to exceed \$49,000.00.

Background
(Why do we need these services. Why have you selected this vendor?)

Blueprint believes that personalized, high dosage tutoring is a fundamental game changer for students. We share Claremont’s commitment to level the playing field for the many families who cannot afford private or small group tutoring on their own. We want to contribute Blueprint’s knowledge, materials, systems, and expertise to this initiative and have the capacity, skill, and experience to do so in partnership with Claremont families, students, teachers and administrators.



In Kind Contributions ___ Yes No: OUSD Staff Time (Beyond Basic Supervision & Support)

___ Yes No: Supplies and Materials (Including Food)

___ Yes No: District Facilities/Workspace

___ Yes No: Technology Hardware and Software

___ Yes No: Other

Competitively Bid Was this contract competitively bid? ___ Yes No

If No, List Bid Exception: Services Agreement under \$99,100.00

Fiscal Impact Funding Resource name(s) (detailed below) not to exceed: \$49,000.00.

Resource Name(s) \$25,000.00 Title I-Basic Grant Low Income

 \$24,000.00 Unrestricted Supplemental

Attachments: Services Agreement including Scope of Work

SERVICES AGREEMENT 2021-2022

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”):

Blueprint Schools Network, Needham, MA

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date (“Start Date”):

August 9, 2021

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

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

May 26, 2022

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 and Evaluation.**

- a. 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.

- b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).
4. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.
5. **Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.
6. **Confidentiality and Data Privacy.**
 - a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.

- b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.
 - (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E (available here).
 - (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement (available here).
 - (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
 - c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.
7. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, 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. 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 VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Agreement without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters,

including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

8. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.

a. The compensation under this Agreement shall not exceed:

Forty-Nine Thousand Dollars and 00/100

\$49,000.00

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.

c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.

d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.

e. VENDOR acknowledges and agrees not to expect or demand

payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

9. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.

10. **Invoicing.** Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted monthly, and within 30 days of the conclusion of the applicable billing period, unless otherwise agreed. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's

invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.

- f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

11. **Termination.**

- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. 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. Due to COVID-19. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) 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 seven (7) days after the notice was provided, whichever is later.
- 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. 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.

12. **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: Ted Trevens
Title: CEO
Address: PO Box 920440
City, ST Zip: Needham, MA 02492
Phone: 617-243-9620
Email: mspengler@blueprintschools.org

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.

13. **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.

14. 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 performed 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.

15. 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.

16. **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. Unless specifically waived by OUSD as noted in **Exhibit A**, 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.

17. **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.
 - d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person 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.
18. **Incident/Accident/Mandated Reporting.**
- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident. 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.

- b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

19. **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. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.
- c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (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.
- d. 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.
- e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.

26. **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/>).

27. **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 described in Paragraph 8 (Compensation). 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.

28. Indemnification.

- a. To the furthest extent permitted by California law, **VENDOR** shall indemnify, defend and hold harmless **OUSD**, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“**OUSD Indemnified Parties**”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of **VENDOR**’s performance of this Agreement. **VENDOR** also agrees to hold harmless, indemnify, and defend **OUSD Indemnified Parties** from any and all claims or losses incurred by any supplier, **VENDOR**, or subcontractor furnishing work, services, or materials to **VENDOR** arising out of the performance of this Agreement. **VENDOR** shall, to the fullest extent permitted by California law, defend **OUSD Indemnified Parties** at **VENDOR**’s own expense, including attorneys’ fees and costs, and **OUSD** shall have the right to accept or reject any legal representation that **VENDOR** proposes to defend **OUSD Indemnified Parties**.
- b. To the furthest extent permitted by California law, **OUSD** shall indemnify, defend, and hold harmless **VENDOR**, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“**VENDOR Indemnified Parties**”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of **OUSD**’s performance of this Agreement. **OUSD** shall, to the fullest extent permitted by California law, defend **VENDOR Indemnified Parties** at **OUSD**’s own expense, including attorneys’ fees and costs.

- 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 billing statements, invoices, 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. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
39. **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.
40. **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 11, 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. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. 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.
41. **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.

REST OF PAGE IS INTENTIONALLY LEFT BLANK


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

VENDOR


Name: Blueprint Schools Network Signature: Ted Trevens
Position: CEO Date: 04/08/2022

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: SONDRA AGUILERA Signature: 
Position: CHIEF ACADEMIC OFFICER Date: 04/08/2022

- Board President
- Superintendent
- Chief/Deputy Chief

Name: Kyla Johnson-Trammell Signature: 
Position: Secretary, Board of Education Date: 05/29/2022

Template approved as to form by OUSD Office of the General Counsel.

EXHIBIT A

1A. General Description of Services to be Provided:

Provide a description of the service(s) VENDOR will provide.

See Attached Scope of Work

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.

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.

In the event of Claremont not being fully opened at any time during the 2021-22 academic year, Blueprint Math Fellows will be prepared to provide full-time remote learning that is aligned with district and school-based plans in a similar design to how we partnered with other OUSD middle schools in 2020-21. In addition, we have developed a remote learning tutoring program that incorporates the use of ALEKS, Live Number Talks, Small Group Math Instruction and access to individual 1 on 1 tutoring support.

1C. **Rate of Compensation:** *Please describe the basis by which compensation will be paid to VENDOR:*

Rate Type: Monthly Rate

Rate Amount:

\$4,900.00 per Month

2. **Specific Outcomes:** (A) *What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need?* (B) *Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..."* C. *If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."*

Customize Common Core-aligned curricular materials to ensure tutorial sessions complement and support Claremont's curriculum and goal of Algebra 1 completion by grade Identify dedicated tutorial space and communicate expectations for appropriate tutorial learning environments

3. **Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds):** *Please select the appropriate option below:*

- Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:
- Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:
- Meeting announcement for meeting in which the SPSA modification was approved.
 - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 - Sign-in sheet for meeting in which the SPSA modification was approved.

4. **Waivers:** *OUSD has waived the following:*

- 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.)
- 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.)
- 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.)



**Blueprint Schools Network Support for the Implementation of
the Blueprint Math Fellows Program
at Claremont Middle School
in the Oakland Unified School District**

Scope of Work – Attachment A

July 1, 2021 – June 30, 2022

I. Program Overview

Blueprint Schools Network (Blueprint) seeks to provide direct services to Claremont Middle School (Claremont) to implement the Blueprint Math Fellows Program for the 2021-22 academic year. Below is a scope of services which provides for the planning and implementation for the 2021-22 academic year that can be amended and further defined in subsequent conversations. Working alongside Claremont leadership and Fellows, Blueprint hopes to continue to provide services that meet the most pressing needs of students in Oakland.

Blueprint's mission for the Math Fellows Program initiative at Claremont is to improve life outcomes for students by providing the mathematical foundation and critical reasoning skills necessary for success in college and beyond. By increasing math achievement in the middle school grades, Math Fellows at Claremont will increase the number of students passing Algebra 1 and higher level mathematics courses, ultimately increasing the number of students prepared for post-secondary mathematics courses and closing the achievement gap across Oakland.

Blueprint proposes to coordinate with Claremont leadership to implement the inaugural year of the Blueprint Math Fellows Program. This document provides an overview of planning and year 1 implementation activities required to launch a program for three full-time Blueprint Math Fellows.

Current expectations are that:

- Blueprint will assume as comprehensive a role as possible regarding the planning and implementation functions for the Math Fellows Program;
- Blueprint will serve as the hiring agent for Math Fellows and Site Managers;
- Claremont and Blueprint will mutually select targeted grades and students that will participate in the initiative based on school priorities; and
- Blueprint will work to build the capacity of Claremont school-based staff members with the intent of establishing long-term school-based support and infrastructures.

Blueprint will provide a local, on-the-ground team to prepare for and support the implementation of a quality program for the 2021-22 academic year and beyond. In addition, Blueprint will leverage our national team to support the preparation needed for the successful continuation of the Program.

Remote Learning Contingency

In the event of Claremont not being fully opened at any time during the 2021-22 academic year, Blueprint Math Fellows will be prepared to provide full-time remote learning that is aligned with district and school-based plans in a similar design to how we partnered with other OUSD middle schools in 2020-21. In addition, we have developed a remote learning tutoring program that incorporates the use of ALEKS, Live Number Talks, Small Group Math Instruction and access to individual 1 on 1 tutoring support. This programming option will be available to Claremont leaders as an additional pathway option to support students during the school year.

Strategic Planning for 2021-22 (March -August 2021)

This phase will serve to build upon the six-year existing foundation of partnership between Blueprint and OUSD. An overview of anticipated activities to be performed by Blueprint during this strategic planning phase includes:

Systems Development and Planning

Blueprint will collaborate with Claremont to develop schedules, systems, and processes for a successful implementation of the Program in August 2021. In order to develop these systems, Blueprint will, as needed:

- Customize Common Core-aligned curricular materials to ensure tutorial sessions complement and support Claremont’s curriculum and goal of Algebra 1 completion by 8th grade;
- Coordinate with Claremont’s administration on order fulfillment for furnishings and other materials necessary for Program implementation; and
- Collaborate with administration to identify dedicated tutorial space and communicate expectations for appropriate tutorial learning environments at new partner schools for 2021-22.

Recruiting and Selection

Blueprint has an experienced team and proven plan for recruiting and selecting high-quality candidates for the Fellows Program. Blueprint's Human Capital Team identifies candidates for the Fellows Program throughout the year.

Each Math Fellow assumes a case load of up to 24 students per day. Math Fellows facilitate five to six tutorial sessions each day with three to four students in each session based upon each school's daily schedule. Site Managers supervise between two and seven Math Fellows at each site.

Blueprint recognizes that the cost of living in the Bay Area may pose challenges for Program candidates. Accordingly, Blueprint will customize and track the recruiting and selection process. Site Managers (SM) will assist in local recruiting efforts throughout the year, targeting outreach to potential candidates already living in the region. In addition, Blueprint will:

- **Oversee and execute an annual recruitment strategy for the cohort of Oakland Math Fellows, which will include:**
 - The creation of marketing materials and an online presence for job postings on major job boards and social media outlets;
 - Recruiting candidates at local and national colleges and universities; and
 - Conducting on-the-ground recruitment activities including career fairs and information sessions.
- **Support the identification, recruitment and selection of candidates for school-based Site Managers;**
- **Provide orientation for District- and school-based leaders regarding Blueprint's selection process; and**
- **Perform the initial screening and forwarding of final Fellow candidates to SMs.**

Communication

To elicit support from local partners for the Blueprint Math Fellows Program in Oakland, Blueprint will:

- **Work with the District and school to develop a targeted communications plan;**
- **Develop and distribute principal orientation documents as necessary and co-facilitate orientation sessions to ensure leadership at selected schools is well-informed about the Program and prepared to support its implementation at the school level;**
- **Create appropriate communication and outreach materials to introduce and promote the Program; and**
- **Present the Program to school community and philanthropic partners as needed.**

Partnership Development and Community Engagement

The Blueprint Math Fellows Program is strengthened by successful partnerships with District and community organizations. In order to establish meaningful partnerships in Oakland, Blueprint will:

- Collaborate and co-develop proposals with Claremont to pursue additional sources of funding to supplement the cost of the Blueprint Math Fellows Program;
- Leverage Blueprint's AmeriCorps program to include Math Fellows in Oakland for the 2021-22 school year; and
- Partner with the Claremont to identify key organizations to connect Math Fellows and students with community resources.

Implementation Year One (2021-22)

Implementation for this year will serve to build partnerships and lay a successful foundation for potential Program expansion as desired by Claremont leadership.

Professional Development and Training

Blueprint will ensure all Program-related staff are provided with comprehensive training prior to the beginning of each academic year. To ensure that Site Managers, Math Fellows and school- and District-level staff are prepared to implement the program, Blueprint will:

- Provide appropriate support and oversight to the Program throughout the school year;
- Plan and lead Site Manager Training;
- Plan and lead Blueprint Math Fellow Summer Institute; and
- Orient, train, and coordinate District points of contact on the Program, its impact, and key roles and responsibilities.

Throughout the school year, Site Managers will receive training and ongoing support and supervision from Blueprint. Accordingly, Blueprint will:

- Create and deliver professional development sessions and resources for Site Managers, which will include training on Fellow evaluation, instructional best practices, leadership and management skills, and data collection and analysis;
- Facilitate regular meetings with SMs to develop leadership skills, receive updates and targeted feedback, problem solve and build a professional network of SM teams across school sites; and
- Train SMs to provide Math Fellows with ongoing feedback, training, evaluation and monitoring support.

Program Infrastructure and Management

The Blueprint Math Fellows Program Organizational Structure outlines how Claremont and Blueprint teams will operate effectively and efficiently. The local Blueprint Bay Area team will oversee the planning, implementation, and monitoring of the Program in partnership with an identified Claremont liaison.

The following scope of the Blueprint Math Fellows Program in Claremont for 2021-22 is based on conversations with school leadership: 3 Fulltime Math Fellows serving approximately 70 students.

II. District and School Assurances

Blueprint believes that the following District and school assurances are essential for long-term success of the Math Fellows Program:

- Identify a senior level central office leader who will act as a liaison with whom Blueprint Schools can collaborate and plan for a successful implementation;
- Identify school-based representatives who may recommend final selection decisions alongside the Site Manager for Fellows. Blueprint will provide training, materials, and support as needed regarding the final selection process. Given the timing of school selection, some Fellows may already be selected for service in advance of a school-based representative being identified for this purpose; and
- Provide funding to support Fellow and Site Manager compensation and the purchase of materials, furnishings, and supplies needed to implement the Program.

III. Funding

To support the implementation this scope of work, the projected costs for the complete program are as follows:

Math Fellows Stipends and Benefits	Stipends and benefits for 3 Math Fellows at \$25k/year, with benefits calculated at 35%.	\$ 101,250
Design, Planning and Implementation	Includes allocation of staff time to lead advance planning for program implementation and new and continuing sites, such as scheduling, selection of students, and other logistics in partnership with school principals.	\$ In-kind
Local Program Leadership and Management	Day to day operational support, includes allocations for a .3FTE Site Managers. Benefits calculated at 35%.	\$ 33,750

Recruitment, Screening, and Training	Includes costs of job postings, career fairs, background checks, and Human Capital staff time spent on candidate review, interviews, and reference checks to ensure candidate quality.	\$	In-kind
Blueprint Leadership and Oversight	Staff and consultant time for the provision of technical support for check-ins and formal site visits to ensure program quality and AmeriCorps program compliance. Includes required consultant and staff travel in support of this function.	\$	In-kind
Data Management and Analysis	To support ongoing data driven program quality, this category includes costs of evaluating interim assessments in consultation with program staff. This expense is not being included in this proposal.	\$	In-kind
Blueprint Executive Staff	Time and support from Blueprint’s Executive Director and Director of Strategic Partnerships and Development is not being included in this proposal.	\$	In-kind
Blueprint Support Costs	Standard national support costs, including required professional liability insurance, abuse and molestation insurance, commercial umbrella insurance, workers compensation insurance, technology support, finance, payroll, and human resource management.	\$	13,500
Total Program Cost		\$	148,500
Blueprint Contributions from AmeriCorps	Blueprint has been awarded a National Direct AmeriCorps Award to support Local Leadership and Management Costs for the Claremont Math Fellows Program.	\$	(19,909)
Launch Year Subsidy	As a school entering its first year of partnership with Blueprint, Claremont is receiving a one-time only subsidy based on Blueprint’s current scale of implementation and partnership with a cohort of other schools in OUSD.	\$	(79,591)
TOTAL CLAREMONT		\$	49,000

All travel and expenses are included in this total and will not be invoiced separately to Claremont.

IV. Contact

Blueprint believes that personalized, high dosage tutoring is a fundamental game changer for students. We share Claremont's commitment to level the playing field for the many families who cannot afford private or small group tutoring on their own. We want to contribute Blueprint's knowledge, materials, systems, and expertise to this initiative and have the capacity, skill, and experience to do so in partnership with Claremont families, students, teachers and administrators. Please contact Matt Spengler, Blueprint's Founder and Executive Director, with questions regarding this document.