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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer

Meeting Date June 28, 2023,

Subject Services Agreement between Northeastern University - Mills College Campus, Lead by Learning and English Language Learner and Multilingual Achievement (ELLMA)

Ask of the Board Approve Agreement
 Ratify Agreement

Activities *Ratification by the Board of Education of a Professional Services Agreement 2022-2023 between the District and Northeastern University - Mills College Campus, Lead by Learning, Boston, MA, for the latter to provide monthly inquiry learning space for teachers of English Language Learners and Multi-Linguals, ongoing coordination meetings with English Language Learner and Multilingual Achievement (ELLMA) staff, coaching sessions for participating teachers between inquiry meetings for the period of September 16, 2022, through June 30, 2023, in an amount not to exceed \$73,900.00.*

Term Start Date: *September 16, 2022* End Date: *June 30, 2023*

Not-To-Exceed Amount \$73,900.00.

Competitively Bid No

If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$99,100, list the exception(s) that applies (requires Legal review/approval and may require a resolution): N/A

**In-Kind
Contributions**

The District will provide ELLMA staff to collaborate on the planning and facilitation of sessions and will offer District facilities for the professional development sessions when NorthEastern facilities are not available.

**Funding
Source(s)**

Title III RE: 4203 \$73,900.00

Background

Graduation for Long Term ELLs is among the lowest of any subgroup in OUSD, and reading levels are typically several years below grade level. Improving our approach to serving this subgroup of ELLs is a priority named in the LCAP and other strategic documents. The vendor provides expert facilitation of effective adult learning to increase our capacity to improve teacher instruction.

Attachment(s)

- Services Agreement with Northeastern University

SERVICES AGREEMENT 2022-2023

This Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and Northeastern University (“NU”), a non-profit institute of higher education, organized under the laws of the Commonwealth of Massachusetts and having a principal place of business at 360 Huntington Ave., Boston, MA 02115 (“VENDOR,” each of VENDOR and OUSD individually a “Party”, and together, “PARTIES”).

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date (“Start Date”):
September 16, 2022.

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”):
June 30, 2023.

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 professional training activities (“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 and VENDOR's mission and are meeting the needs of students .
- 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 must be performed in accordance with this Agreement.

5. Data and Information Requests. Should VENDOR be provided with or access student data, 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) if disclosed in written or other permanent form is marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.

b. The foregoing confidentiality obligations do not apply to Confidential Information which:

(i) was known to the recipient prior to the disclosure hereunder;

(ii) was received by the recipient without restriction from a third party who was not under an obligation of confidentiality to University, Sponsor or a third party regarding such information;

(iii) is in the public domain at the time of disclosure hereunder or subsequently enters the public domain without the fault of the recipient;

(iv) has been independently developed by personnel of recipient without access to such Proprietary Information, and recipient can substantiate any claim of independent development by competent proof; or

(v) is required to be disclosed by law, regulation or valid demand of a government agency (provided that the party required to disclose the Proprietary Information will provide prompt notice to the owner of the Proprietary Information so that such party can seek adequate protections).

c. 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.
- d. 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 and Publication.

- a. OUSD will own all right, title and interest to intellectual property first conceived and reduced to practice and/or fixed in a tangible medium solely by OUSD’s personnel. VENDOR and OUSD will jointly own intellectual property first conceived and reduced to practice and/or fixed in a tangible medium jointly by VENDOR’s and OUSD’s personnel during the term of and directly arising from the Research Project (“Joint Intellectual Property”). VENDOR will own all right, title and interest to intellectual property first conceived and reduced to practice and/or fixed in a tangible medium solely by VENDOR’s personnel during the term of and directly arising from the Research Project (“Project Intellectual Property”).
- b. VENDOR will furnish OUSD with a copy of any proposed publication or presentation at least thirty (30) days before submission of such proposed publication or presentation, or at least five (5) days before submission of any proposed abstracts, of the results of the Activities to allow OUSD to review such materials to identify any patentable inventions or any inadvertent disclosure of Confidential Information. OUSD may not edit the materials or limit dissemination of the research results in any other way. If OUSD decides a patent application should be filed, the publication or presentation will be delayed

an additional thirty (30) days or until a provisional patent application is filed, whichever is sooner. Following receipt of OUSD's written request within the applicable review period, VENDOR will remove OUSD's Confidential Information as identified by OUSD. If VENDOR does not receive a request from OUSD within the specified review period, OUSD will be deemed to have no objection and VENDOR will be free to publish such material.

- c. OUSD will maintain all such prepublication materials in confidence in accordance with Section 6 of this Agreement without obligation for further marking or identification as contemplated in that Section.

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

- a. The compensation under this Agreement shall not exceed:
\$Seventy three thousand nine hundred dollars (\$73,900).

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 this Agreement and Exhibit A.
- c. Payment for Services shall be made as follows:
 - (i) Thirty six thousand fifty dollars (\$36,050) to be paid within sixty (60) days of this Agreement's execution; and
 - (ii) Thirty six thousand fifty dollars (\$36,050) to be paid within sixty (60) days of the End Date.

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, and the total invoice amount.
 - 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. OUSD reserves the right to add or change invoicing requirements upon reasonable advance notice of not less than thirty (30) days. If OUSD does add or change invoicing requirements, it shall notify **VENDOR** in writing as required by this Section and the new or modified requirements shall be mandatory upon receipt by **VENDOR** of such notice.

- d. 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.
- e. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email (EMAIL@ousd.org) unless OUSD requests, in writing, a different method of delivery.

11. Termination and Suspension.

- 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 Unforeseen Emergency or Acts of God. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if there is an unforeseen emergency or an Act of God 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 and no cure is reasonably possible 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 copies of all materials and deliverables available as of the time of termination pursuant to this Agreement, whether or not such materials and deliverables are complete or incomplete or are in final or draft form. OUSD shall compensate VENDOR for reasonable costs and non-cancellable obligations incurred through the date of termination. VENDOR shall reimburse OUSD for all amounts paid by OUSD where VENDOR did not provide the Services as described in this Agreement and in Exhibit A.
- e. If OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of Services, then the OUSD Superintendent or an OUSD Chief or Deputy may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend the Agreement, in which case VENDOR shall stop providing Services under the Agreement until further notice from OUSD. VENDOR shall reimburse OUSD for all amounts paid by OUSD where VENDOR did not provide the Services as described in this Agreement and in Exhibit A.
- f.

12. **Legal Notices.** All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours or (iii) 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 440
City, ST Zip: Oakland, CA 94607

Phone: 510-879-8535
Email: ousdlegal@ousd.org

VENDOR

Name: Eva Pasadas
Title: Exec. Dir. Res. Admin. & Glbl. Res. Ops.
Address: 360 Huntington Ave., 130 BV
City, ST Zip: Boston, MA 02115
Phone: (617) 373 5600
Email: NU-RES@northeastern.edu

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 applicable 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 license or tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a license or 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 activities of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other entities 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 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, as applicable, 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 applicable local laws, ordinances and/or regulations, as they may apply, if VENDOR was selected, at least in part, on such representations and warranties.

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, and two million dollars (\$2,000,000) aggregate, for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. 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 twenty four (24) hours of learning of any significant accident or incident in connection with the provision of 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 and promptly submit required accident or incident reports within two 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 twenty four (24) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR

- (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
 - d. In addition to the requirements of subparagraph (c), **VENDOR** agrees to immediately adhere to and follow any OUSD directives regarding health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers 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 to a third party by **VENDOR** without the express prior written consent of OUSD and any assignment without such 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 knowingly 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 its knowledge, there exists no actual or potential conflict of interest between VENDOR's 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. OUSD shall provide written notice to VENDOR if OUSD intends to disclose any export controlled information or technology to VENDOR. Such notice will include the proper export classification and reference the applicable export control laws and regulations. Export controlled information shall be labeled as “export controlled” with a reference to the applicable U.S. laws and regulations. VENDOR reserves the right, in its sole discretion, to refuse or accept such information or use it in performance of the Research Project. OUSD shall indemnify and hold harmless VENDOR against any claims, damages, losses or costs arising out of OUSD’s breach of this Section. Notice required under this section shall be sent to Principal Investigator, Jennifer Ahn, je.ahn@northeastern.edu, with a copy to the VENDOR’s Office of Research Enterprise Services.
28. **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.
29. **Liability.** Each Party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
30. **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.

31. **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.
32. **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.
33. **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.
34. **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.
35. **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. Each Party agrees to comply with all applicable federal and state laws in the performance of this Agreement.

36. **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.
37. **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.
38. **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 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.
39. **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.
40. **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. Neither PARTY shall use the other PARTY’s name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that PARTY. The PARTIES agree that each PARTY may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for

legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the PARTIES shall be accurately and appropriately described.

41. 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 copies of 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.

42. 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.

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

VENDOR

Name: Eva Pasadas

Signature: Eva Pasadas Digitally signed by Eva Pasadas
Date: 2023.05.25 20:08:16 +01'00' Date: 5/25/23

Position: Exec. Dir. Res. Admin. & Glbl. Res. Ops.

Read and understood by:



Jennifer Ahn

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: Sondra Aguilera Date: 6/2/2023

Position: Chief Academic Officer

Board President

- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell

Signature: 

Date: 6/29/2023

Position: Secretary, Board of Education

Approved as to Form:

Name: Roxanne De La Rocha

Signature: 

Date: May 26, 2023

Position: OUSD Staff Counsel

EXHIBIT A

- 1A. **General Description of Services to be Provided:** *Provide a description of the service(s) VENDOR will provide.*



Service Descriptions



**LEAD
BY LEARNING**
Understand learning. Improve teaching. Build leadership.
A program of Mills College School of Education



Intensive Partnership with OUSD Teachers of Long-Term English Learners (LTELs)		
<p>An Intensive Partnership focuses on two key areas: 1) the teachers' capacity to make student thinking visible and 2) the capacity to engage in effective adult learning relationships. Lead by Learning designs and leads adult learning with guidance and ambassadorship from 2 teacher leader "Design Partners." An additional focus of the work in 2022-23 will be developing Design Partners' capacity to design and lead learning for their colleagues. Typically an intensive partnership lasts 1-2 school years. Services can be provided in-person, virtually, or a combination of both. The descriptions of services and costs that follow are per year.</p>		
Visioning, Design, and Planning	<ul style="list-style-type: none"> • Provide up to 3 hours of facilitation of a Summer Visioning Retreat for ELLMA leader(s) and design partner team • Monthly Design Partner meetings (~1 hr/month) to guide the design and implementation of inquiry work and build teacher leader capacity • Facilitate three ELLMA leader/Design Partner meetings, in August, January and June, to discuss vision, assess progress and refine approach • Synthesize teachers' learning and instructional effectiveness growth in Summary of Progress reports in January and June 	\$10,600
Teacher Community of Practice Sessions	<ul style="list-style-type: none"> • Provide up to 18 hours of facilitation of inquiry sessions, with gradual release to teacher leader Design Partners as appropriate (2 hours/month from September-May) • Provide five half-day (25 total hours) of 1:1 inquiry coaching support to teacher scholars • Option of enrollment for Design Partners or ELLMA leaders in the Lead by Learning Certificate Program (\$700/person) • Introduce and utilize digital tools to support student data sharing and document inquiry • Engage design partners in 2 two-hour virtual Teacher Leader Network sessions to develop adult learning design and facilitation skills • Coach Design Partners on presenting their work publicly, including the opportunity to present learnings at the Lead by Learning Inquiry in Action Forum 	\$22,800
Individualized Leadership Coaching	<ul style="list-style-type: none"> • Monthly leadership coaching sessions (~1 hr/month) for ELLMA leader(s) on visioning for and supporting adult learning within the community of practice and across the organization 	\$2,650
Cost per year		\$36,050

Intensive Partnership with OUSD TK-K Teachers of Multilingual Language Learners		
<p>An Intensive Partnership focuses on two key areas: 1) the teachers' capacity to make student thinking visible and 2) the capacity to engage in effective adult learning relationships. Lead by Learning designs and leads adult learning with guidance and ambassadorship from 2 teacher leader "Design Partners." An additional focus of the work in 2022-23 will be developing Design Partners' capacity to design and lead learning for their colleagues. Typically an intensive partnership lasts 1-2 school years. Services can be provided in-person, virtually, or a combination of both. The descriptions of services and costs that follow are per year.</p>		
Visioning, Design, and Planning	<ul style="list-style-type: none"> • Provide up to 3 hours of facilitation of a Summer Visioning Retreat for ELLMA leader(s) and design partner team • Monthly Design Partner meetings (~1 hr/month) to guide the design and implementation of inquiry work and build teacher leader capacity • Facilitate three ELLMA leader/Design Partner meetings, in August, January and June, to discuss vision, assess progress and refine approach • Synthesize teachers' learning and instructional effectiveness growth in Summary of Progress reports in January and June 	\$10,600
Teacher Community of Practice Sessions	<ul style="list-style-type: none"> • Provide up to 18 hours of facilitation of inquiry sessions, with gradual release to teacher leader Design Partners as appropriate (2 hours/month from September-May) • Provide five half-day (25 total hours) of 1:1 inquiry coaching support to teacher scholars • Option of enrollment for Design Partners or ELLMA leaders in the Lead by Learning Certificate Program (\$700/person) • Introduce and utilize digital tools to support student data sharing and document inquiry • Engage design partners in 2 two-hour virtual Teacher Leader Network sessions to develop adult learning design and facilitation skills • Coach Design Partners on presenting their work publicly, including the opportunity to present learnings at the Lead by Learning Inquiry in Action Forum 	\$22,800
Individualized Leadership Coaching	<ul style="list-style-type: none"> • Monthly leadership coaching sessions (~1 hr/month) for ELLMA leader(s) on visioning for and supporting adult learning within the community of practice and across the organization 	\$2,650
Cost per year		\$36,050

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.
Click or tap here to enter text.

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

- Hourly Rate: \$Click or tap here to enter text. per hour
- Daily Rate: \$Click or tap here to enter text. per day

- Weekly Rate: \$Click or tap here to enter text. per week
- Monthly Rate: \$Click or tap here to enter text. per month
- Per Student Served Rate: \$Click or tap here to enter text. per student served
- Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below: One time Payment after completion of the work
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..."*
Click or tap here to enter text.
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:
Click or tap here to enter text.
- 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. 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.)

Corporal Punishment Insurance Coverage. (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.)

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.)