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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Meeting Date June 5, 2024

Subject Amendment No. 1 to Services Agreement

Brandyn Willridge, san jose, ca

Castlemont High School

Ask of the Board

Ratification by the Board of Education of Amendment No. 1 of a Services Agreement by and between the District and Brandyn Willridge, San jose, ca, for the latter to provide: the contractor will support farm management in the construction of a chicken coop that will contribute to sustainable urban design academy student learning. Students will learn the life cycle of animals and other urban agro-ecology concepts such as sustainable food and compost for the period of August 01, 2023 through June 30, 2024 in the additional amount of \$3,300.00 increasing the Agreement from \$24,000.00 to an amount not to exceed \$27,300.00. All other terms and conditions of the Agreement remain in full force and effect.

Description of the Changes

(What are the changes?)

The contractor will support farm management in the construction of a chicken coop that will contribute to sustainable urban design academy student learning. Students will learn the life cycle of animals and other urban agro-ecology concepts such as sustainable food and compost.

Change to Not-To-Exceed Amount (Fiscal Impact) & Funding Source(s), If Any

Funding Resource name(s) (detailed below) not to exceed: \$27,300.00.

Attachment(s)

- Amendment
- Agreement, inclusive of any prior amendments to the Original Agreement

Amendment No. 1 - Services Agreement 2023-2024

This Amendment (“AMENDMENT”) amends the attached Original Agreement, inclusive of any prior amendments to the Original Agreement (together, “AGREEMENT”). Except as explicitly stated herein, all provisions and terms of the AGREEMENT remain unchanged and in full force and effect as originally stated.

1. The PARTIES hereby agree to amend the AGREEMENT as stated herein.

A. Services.

- The SERVICES are unchanged.
- The SERVICES have changed as indicated below:
 - A description of the changes in the SERVICES is attached.
 - The changes in the SERVICES involve the following:

The contractor will support farm management in the construction of a chicken coop that will contribute to sustainable urban design academy student learning. Students will learn the life cycle of animals and other urban agro-ecology concepts such as sustainable food and compost.

B. Term.

- The term of the AGREEMENT is unchanged.
- The term of the AGREEMENT has changed as indicated below:
 Original End Date: _____ New End Date: _____

C. Compensation.

- The not-to-exceed amount in the AGREEMENT is unchanged
- The not-to-exceed amount in the AGREEMENT has changed as indicated below:

Original not-to-exceed amount is \$24,000.00.

The original not-to-exceed amount The original not-to-exceed amount
 shall be increased by: \$3,300.00 OR shall be decreased by: _____

The new not-to-exceed amount is \$27,300.00.

- D. **Insurance.** To the extent that the AGREEMENT required less than following insurance coverage amounts, by signing this AMENDMENT, VENDOR agrees, unless waived under the terms of the AGREEMENT, that it shall maintain Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms in the AGREEMENT regarding Commercial General Liability Insurance remain the same.
- E. **Suspension.** To the extent that the AGREEMENT did not contain a provision regarding suspension of the AGREEMENT, VENDOR agrees, by signing this AMENDMENT, that 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 may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
- F. **Legal Notices.** To the extent the AGREEMENT did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the AGREEMENT. VENDOR agrees that the address for legal notice to OUSD is 1011 Union St., Site 946, Oakland, CA 94607.
2. The PARTIES acknowledge that this AMENDMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
 3. Each PARTY has the full power and authority to enter into and perform this AMENDMENT, and the person(s) signing this AMENDMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AMENDMENT, except that only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have authority under the Education Code or Board Policy to sign contracts for OUSD and only under limited circumstances, with ratification by the OUSD Governing Board being required. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this AMENDMENT or as legally binding in any way.
 4. OUSD shall not be bound by the terms of this AMENDMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, Chiefs, Deputy Chiefs, or the General Counsel as 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 AMENDMENT and to be bound by its terms and conditions:

VENDOR

Name: Brandyn Willridge Signature: *Brandyn Willridge*

Position: Owner Date: 04/16/2024

OUSD

Name: SONDRA AGUILERA Signature: *Sandra Aguilera*

Position: CHIEF ACADEMIC OFFICER Date: 02/05/2024

- Board President (for approvals)
- Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell Signature: *Kyla Johnson-Trammell*

Position: Superintendent Date: 06/08/2024

Template approved as to form by OUSD Legal Department.

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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Meeting Date September 13, 2023

Subject 2023-2024 Service Agreement (Cost) with:
Contractor: Brandyn Willridge, san jose, ca
Services For: 301-Castlemont High School

Ask of the Board

Ratification by the Board of Education of a Services Agreement 2023-2024 by and between the District and Brandyn Willridge, san jose, ca, for the latter to provide: vendor will support with the regular maintenance and management of the FabLab makerspace at Castlemont High School. Vendor will also work with capstone teachers to support with project development and community connections that will allow students to have relevant and rigorous project-based experiences for the period of August 1, 2023 through June 30, 2024 in an amount not to exceed \$24,000.00.

Background

(Why are they needed? Why was this vendor selected?)

Vendor services are needed because there is no teaching staff that manages the makerspace. Reactivating this spaces has been extremely fulfilling and engaging for young people over the past year. We want to continue and grow that level of engagement.

Term Start Date: 08/01/2023 End Date: 06/30/2024

Not-To-Exceed Amount & Funding Source(s) 6386 Funding Resource name(s) (detailed below) not to exceed: \$24,000.00.
Green Calif. Partnership Acad

Competitively Bid Yes No If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$109,300.00, list the exception(s) that applies:

Services Agreement under \$109,300.00

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

Supplies and Materials (Including Food) : Yes No

District Facilities Workspace: Yes No

Technology Hardware and/or Software: Yes No

Other: Yes No

Specific Outcomes As a result of supporting the graduate capstone action project development, students complete a community-based project, students have a plan for their post-secondary life connected to their capstone project, teachers have personal support with pathway-related projects, and teacher I will have a menu of project ideas and concepts prepared for students. As a result of support with FabLab maintainance, students are able to engage in design process through pathway classes connected to the space, students will engage in the fablab space and learn about hands on advanced manufacturing design and building with the Crucible during and after school, and the makerspace will be reactivated so that students, teachers, and community to be trained in fablab tools and systems

SPSA Alignment (required if using State or Federal Funds)

- Action Item included in Board Approved SPSA (no additional documentation required).
If so, enter Item Number: _____
- Action Item added as modification to Board Approved SPSA. If so, 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.

Attachment(s) 2023-2024 Services Agreement including Scope of Work

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

VENDOR

Name: Brandyn Willridge Signature: *Brandyn Willridge*
Position: Owner Date: 08/08/2023

One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.

OUSD

Name: SONDRA AGUILERA Signature: *Sandra Aguilera*
Position: CHIEF ACADEMIC OFFICER Date: 08/08/2023

- Board President (for approvals)
- Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell Signature: *Kyla Johnson-Trammell*
Position: Superintendent Date: 09/16/2023

Template approved as to form by OUSD Legal Department.

SCOPE OF WORK

2023-2024 school year

Duration: August 2023 - June 2024

Task #1 - Provide a program lead for Castlemont's FabLab Makerspace

- Build out makerspace and operations for smooth, functional use by teachers, students, and community.
- Maintain tools, equipment, and machinery in makerspace
- Update and maintain software of FabLab devices
 - 2D and 3D design software for product development
 - **Adobe Illustrator**
 - **Fusion 360**
 - **CorelDRAW**
 - **OnShape**
 - Digital manufacturing tools and the software to calibrate and run the software
 - **vCarve** for running **CNC Machine**
 - **Universal Control Panel** for running the **Laser Cutter**
 - **PrusaSlicer** for running **3D printers**

Task #2 - Increase activation of the Makerspace via open shop hours, one-on-one and group Teacher Coaching and Support and Project Development.

- Working with teachers, such as SUDA CTE teachers, to design curricula that utilize the Makerspace software and machines.
- Support with Special projects ie creating and making signs for the school and community partners.
- Guest teaching the use of software and machinery.
- Scheduling open shop hours, attending meetings, and making emails/phone calls related to the makerspace

Task #3 - Support learning connected to Castlemont's SUDA Pathway

- Collaborate with Pathway Coach to ensure clear connections between makerspace and classroom projects
- Support with the needs of Knight Time After School Programming
- Support with the needs of course led by the Crucible Staff

Task #4 - Consulting on the development of Pathway Capstone course

- Build out the scope and sequence of the course
- Support with the 'project management' work-load balance role of the teacher
- Create clear connections with Capstone Writing course