

Board Office Use: Legislative File Info.	
File ID Number	23-1510
Introduction Date	8/9/23
Enactment Number	23-1357
Enactment Date	8/9/2023 CJH



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

Board Cover Memorandum

To	Board of Education	
From	Kyla Johnson-Trammell, Superintendent Sondra Aguilera, Chief Academic Officer Vanessa Sifuentes, High School Network Superintendent Kim Jones, Director, Oakland Adult & Career Education	
Meeting Date	<u>August 9, 2023</u>	
Subject	Services Agreement 2022-2023 – No-Cost - IUPAT District 16 – Oakland Adult and Career Education Department	
Ask of the Board	<input type="checkbox"/> Approve Service Agreement <input checked="" type="checkbox"/> Ratify Service Agreement	
Services	The International Union of Painters and Allied Trades (IUPAT) District 16 provides classroom and lab space for the program. Processing the automatic acceptance or priority credits for acceptance into apprenticeship programs of individuals who have successfully completed the pre-apprenticeship program.	
Term	July 1, 2023	June 30, 2026
Not-To-Exceed Amount	\$0	
Competitively Bid	No. This no-cost agreement is under the bidding threshold.	
In-Kind Contributions	Instruction, employee time	
Funding Source(s)	No-cost agreement. No fiscal impact.	

Background	The International Union of Painters and Allied Trades represents a growing force of men and women who work in the Finishing Trades – Industrial & Commercial Painting, Drywall Finishing, Glazing & Glass Work, Sign & Display and Floor Covering Installation, and many more successful careers in the construction industry and public sector. Their apprentices receive the education and instruction to turn them into highly skilled and highly trained tradesmen and tradeswomen.
Attachment(s)	<ul style="list-style-type: none">● Service Agreement with IUPAT District 16

SERVICES AGREEMENT 2022-2023 - NO COST

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 ("IUPAT DISTRICT 16," together with OUSD, "PARTIES"): IUPAT District 16 2020 Williams Street, Suite A, San Leandro, CA 94577

The PARTIES hereby agree as follows:

1. **Term.**

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

July 1, 2023

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, 2026

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.** IUPAT DISTRICT 16 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, IUPAT DISTRICT 16 shall describe in #1B of **Exhibit A** whether and how its services would be able to continue.

3. **Alignment.** IUPAT DISTRICT 16 agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.

4. **Inspection and Approval.** IUPAT DISTRICT 16 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 records or other materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. One example of such records or other materials is proof of IUPAT DISTRICT 16 compliance with Section 16.b (Fingerprinting/Criminal Background Investigation). The Services performed by IUPAT DISTRICT 16 must meet the approval of OUSD, and OUSD reserves the right to direct IUPAT DISTRICT 16 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.** IUPAT DISTRICT 16 shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. IUPAT DISTRICT 16 shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to IUPAT DISTRICT 16 in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when IUPAT DISTRICT 16's programs and school site(s) change (either midyear or in subsequent years), IUPAT DISTRICT 16 shall promptly update the information in the database.

6. **Confidentiality and Data Privacy.**
 - a. OUSD may share information with IUPAT DISTRICT 16 pursuant to this Agreement in order to further the purposes thereof. IUPAT DISTRICT 16 and all IUPAT DISTRICT 16'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. IUPAT DISTRICT 16 understands that student data is confidential. If IUPAT DISTRICT 16 will access or receive identifiable student data, other than directory information, in connection with this Agreement, IUPAT DISTRICT 16 agrees to do so only after IUPAT DISTRICT 16 and OUSD execute a separate data sharing agreement.

- (i) If IUPAT DISTRICT 16 is a software IUPAT District 16, 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 IUPAT DISTRICT 16 is not a software IUPAT District 16, 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 27 (Indemnification), should IUPAT DISTRICT 16 access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, IUPAT DISTRICT 16 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.** IUPAT DISTRICT 16 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 IUPAT DISTRICT 16, its employees, or its subcontractors in connection with the Services performed under this Agreement. IUPAT DISTRICT 16 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 IUPAT DISTRICT 16's prior written consent, use IUPAT DISTRICT 16's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and

in any medium.

8. **Compensation.** IUPAT DISTRICT 16 agrees to provide the Services at no cost to OUSD. However, OUSD understands and acknowledges that IUPAT DISTRICT 16 shall impose the following costs on families and students:

Click or tap here to enter text.

9. **Equipment and Materials.** IUPAT DISTRICT 16 shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.

10. **Termination and Suspension.**

- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to IUPAT DISTRICT 16. 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 Act of God. Notwithstanding Paragraph 18 (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 IUPAT DISTRICT 16 to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to IUPAT DISTRICT 16. 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, IUPAT DISTRICT 16 shall provide OUSD with all materials produced, maintained, or collected by IUPAT DISTRICT 16 pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
- e. If OUSD, at its sole discretion, develops health and safety concerns related to the IUPAT DISTRICT 16'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 IUPAT DISTRICT 16 to suspend the Agreement, in which case IUPAT DISTRICT 16 shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate IUPAT DISTRICT 16 for Services satisfactorily provided through the date of suspension.

11. **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

IUPAT DISTRICT 16

Name: Alex Beltran
Title: Director
Address: 2020 Williams Suite A
City, ST Zip: San Leandro, CA 94577
Phone: 916-634-3333
Email: alex@dc16jattf.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.

12. Status.

- a. This is not an employment contract. IUPAT DISTRICT 16, in the performance of this Agreement, shall be and act as an independent contractor. IUPAT DISTRICT 16 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. IUPAT DISTRICT 16 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 IUPAT DISTRICT 16's employees.
- b. If IUPAT DISTRICT 16 is a natural person, IUPAT DISTRICT 16 verifies all of the following:
 - (i) IUPAT DISTRICT 16 is free from the control and direction of OUSD in connection with IUPAT DISTRICT 16's work;
 - (ii) IUPAT DISTRICT 16's work is outside the usual course of OUSD's business; and
 - (iii) IUPAT DISTRICT 16 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 IUPAT DISTRICT 16 is a business entity, IUPAT DISTRICT 16 verifies all of the following:
- (i) IUPAT DISTRICT 16 is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) IUPAT DISTRICT 16 is providing services directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and IUPAT DISTRICT 16 is in writing;
 - (iv) IUPAT DISTRICT 16 has the required business license or business tax registration, if the work is performed in a jurisdiction that requires IUPAT DISTRICT 16 to have a business license or business tax registration;
 - (v) IUPAT DISTRICT 16 maintains a business location that is separate from the business or work location of OUSD;
 - (vi) IUPAT DISTRICT 16 is customarily engaged in an independently established business of the same nature as that involved in the work performed;
 - (vii) IUPAT DISTRICT 16 actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
 - (viii) IUPAT DISTRICT 16 advertises and holds itself out to the public as available to provide the same or similar services;
 - (ix) IUPAT DISTRICT 16 provides its own tools, vehicles, and equipment to perform the services;
 - (x) IUPAT DISTRICT 16 can negotiate its own rates;
 - (xi) IUPAT DISTRICT 16 can set its own hours and location of work; and
 - (xii) IUPAT DISTRICT 16 is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

13. Qualifications and Training.

- a. IUPAT DISTRICT 16 represents and warrants that IUPAT DISTRICT 16 has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. IUPAT DISTRICT 16 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 IUPAT DISTRICT 16 employees and agents shall have sufficient skill and experience to perform the work assigned to them.

- b. IUPAT DISTRICT 16 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 IUPAT DISTRICT 16 was selected, at least in part, on such representations and warranties.

14. **Certificates/Permits/Licenses/Registration.** IUPAT DISTRICT 16's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. **Insurance.**

- a. **Commercial General Liability Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, IUPAT DISTRICT 16 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 IUPAT DISTRICT 16. The policy shall protect IUPAT DISTRICT 16 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. IUPAT DISTRICT 16 shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

16. **Testing and Screening.**

- a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in **Exhibit A**, IUPAT DISTRICT 16 is required to screen employees who will be working at OUSD sites for more than six hours. IUPAT DISTRICT 16 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, IUPAT DISTRICT 16 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, IUPAT DISTRICT 16 shall obtain an x-ray of the lungs. IUPAT DISTRICT 16, 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 IUPAT DISTRICT 16 employees, subcontractors, volunteers, and agents providing the Services, IUPAT DISTRICT 16 shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. IUPAT DISTRICT 16 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. IUPAT DISTRICT 16 shall provide the results of the investigations and subsequent arrest notifications to OUSD.

Waivers are not available for IUPAT DISTRICT 16S whose

employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

- c. IUPAT DISTRICT 16 shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services. IUPAT DISTRICT 16 agrees to immediately remove or cause the removal of any employee, representative, agent, or person under IUPAT DISTRICT 16's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide IUPAT DISTRICT 16 with a basis or explanation for the removal request.

17. Incident/Accident/Mandated Reporting.

- a. IUPAT DISTRICT 16 shall notify OUSD, via email pursuant to Paragraph 11 (Legal Notices), within twelve (12) 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. IUPAT DISTRICT 16 shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. IUPAT DISTRICT 16 shall bear all costs of compliance with this Paragraph.
- b. To the extent that an employee, subcontractor, agent, or representative of IUPAT DISTRICT 16 is included on the list of mandated reporters found in Penal Code section 11165.7, IUPAT DISTRICT 16 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.

18. Coronavirus/COVID-19.

- a. Through its execution of this Agreement, IUPAT DISTRICT 16 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 ("Order") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.

- b. Consistent with the requirements of Paragraph 17 (Incident/Accident/Mandated Reporting), IUPAT DISTRICT 16 agrees to notify OUSD, via email pursuant to Paragraph 11 (Legal Notices), within twelve (12) hours if IUPAT DISTRICT 16 or any employee, subcontractor, agent, or representative of IUPAT DISTRICT 16 (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.
- c. In addition to the requirements of subparagraph (b), IUPAT DISTRICT 16 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 student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to IUPAT DISTRICT 16 or any employee, subcontractor, agent, or representative of IUPAT DISTRICT 16 and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
- d. IUPAT DISTRICT 16 shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

19. **Assignment.** The obligations of IUPAT DISTRICT 16 under this Agreement shall not be assigned by IUPAT DISTRICT 16 without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

20. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, IUPAT DISTRICT 16 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, IUPAT DISTRICT 16 agrees to require like

compliance by all its subcontractor (s). IUPAT DISTRICT 16 shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

21. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, IUPAT DISTRICT 16S, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
22. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
23. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
24. **Conflict of Interest.**
 - a. IUPAT DISTRICT 16 shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. IUPAT DISTRICT 16 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. IUPAT DISTRICT 16 affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between IUPAT DISTRICT 16'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, IUPAT DISTRICT 16 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 IUPAT DISTRICT 16

receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, IUPAT DISTRICT 16 agrees it shall notify OUSD in writing.

25. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, IUPAT DISTRICT 16 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 IUPAT District 16 does not appear on the Excluded Parties List (<https://www.sam.gov/>).
26. **Limitation of OUSD Liability.** OUSD shall have no financial obligations under this Agreement other than as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.
27. **Indemnification.**
 - a. To the furthest extent permitted by California law, IUPAT DISTRICT 16 shall indemnify, defend and hold harmless OUSD, its Governing Board, and current and former 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 IUPAT DISTRICT 16's performance of this Agreement. IUPAT DISTRICT 16 also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, IUPAT DISTRICT 16, or subcontractor furnishing work, services, or materials to IUPAT DISTRICT 16 arising out of the performance of this Agreement. IUPAT DISTRICT 16 shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at IUPAT DISTRICT 16's own expense, including attorneys' fees and costs, and OUSD shall have the

- right to accept or reject any legal representation that IUPAT DISTRICT 16 proposes to defend OUSD Indemnified Parties.
- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless IUPAT DISTRICT 16, its Board, and current and former agents, representatives, officers, consultants, employees, trustees, and volunteers ("IUPAT DISTRICT 16 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 IUPAT DISTRICT 16 Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.
28. **Audit.** IUPAT DISTRICT 16 shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of IUPAT DISTRICT 16 transacted under this Agreement. IUPAT DISTRICT 16 shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. IUPAT DISTRICT 16 shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all records and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to IUPAT DISTRICT 16 and shall conduct audit(s) during IUPAT DISTRICT 16'S normal business hours, unless IUPAT DISTRICT 16 otherwise consents.
29. **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.
30. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. IUPAT DISTRICT 16 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.

31. **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.
32. **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.
33. **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.
34. **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.
35. **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.
36. **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.

37. **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.
38. **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. IUPAT DISTRICT 16 agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
 - c. Notwithstanding Paragraph 10, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. Upon termination, IUPAT DISTRICT 16 shall provide OUSD with all materials produced, maintained, or collected by IUPAT DISTRICT 16 pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
39. **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 IUPAT DISTRICT 16 absent such formal approval or valid and proper execution.

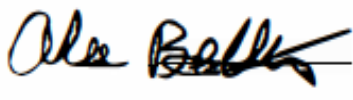
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Oakland Unified School District - IUPAT District 16 Services Agreement 2022-23
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IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

IUPAT DISTRICT 16

Name: Enter Alex Beltram

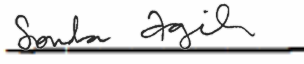
Signature: 

Position: Director Date:

0/1/2023

OUSD

Name: Sondra Aguilera

Signature: 

Position: Chief Academic Officer


Date: Enter date of signature 6/15/2023

Board President

Superintendent

Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell

Signature: 

Position: Secretary, Board of Education

Date: Enter date of signature 8/10/2023

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

EXHIBIT A

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

The responsibilities of District 16 includes:

- Providing classroom and lab space for the program.
- Exposing participants to local registered apprenticeship programs and providing direct assistance to participants applying to those programs.
- Providing for automatic acceptance or priority credits for acceptance into apprenticeship programs of individuals who have successfully completed the pre-apprenticeship program, and when applicable, giving advance credit in the apprenticeship program for skills and competencies already acquired in the pre-apprenticeship program.
- Providing hands-on training to individuals in a simulated lab experience or through volunteer opportunities that accurately simulate industry and occupational conditions while observing proper supervision and safety protocols, provided that such experience and opportunities do not supplant or reduce the compensable work of paid employees.

The responsibilities of OACE include:

- Providing the basic construction and pre apprenticeship skills training program for individuals seeking to join the finishing trades unions including Drywall Finishers, Floor Coverings, Glaziers, Painters and Specialty Crafts. Participants will get an overview and introduction to basic construction safety practices and principals in addition to hands-on lab training on the aforementioned skills trade of their choice.
- Upon completing this program, students will attain certification of completion from OACE and CAL OSHA and qualify for an Apprenticeship program with International Union of Painters & Allied Trades District 16.

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.

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

Commercial General Liability Insurance. (Waiver only available, at OUSD's sole discretion, if IUPAT DISTRICT 16'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 Coverage. (Waiver only available, at OUSD's sole discretion, if IUPAT DISTRICT 16'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 IUPAT DISTRICT 16 has no employees.)

Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if IUPAT DISTRICT 16'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 IUPAT DISTRICT 16's employees, subcontractors, volunteers, and agents will have no contact (in-person or virtual) with OUSD students.)