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## Board Cover Memorandum

**To** Board of Education

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

**Meeting Date** November 29, 2023

**Subject** Services Agreement with SIFE Equity Project

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**Ask of the Board**

☒ Approve Services Agreement  
☐ Ratify Services Agreement

**Services**

Approval by the Board of Education of a Professional Service Agreement 2023-2024 between the District and The SIFE Equity Project, Barrytown, NY for the latter to provide and create a framework and units for OUSD students with interrupted formal education. The instructional materials are designed for an English Language Development / English Language Arts class for the range of early newcomers at the beginning levels of English proficiency. The units will include overviews that explain the reasoning behind the unit structure, the scaffolding moves, and the intentionality behind the sequencing of different activities that target the spectrum of students' language and literacy skills, as well as clear explanations for ways to differentiate (and the resources for implementing that differentiation across multiple levels of reading, academic and English proficiency) for the period of November 15, 2023, through June 30, 2024, in an amount not to exceed \$300,000.00

**Term** Start Date: 11/15/2023 End Date: 06/30/2024

**Not-To-Exceed Amount** \$300,000.00

<b>Competitively Bid</b>	No Price compared with other vendors
<b>In-Kind Contributions</b>	No
<b>Funding Source(s)</b>	7816 CalNEW Grant
<b>Background</b>	A specialized curriculum for SIFE is not currently available to our OUSD teachers.
<b>Attachment(s)</b>	<ul style="list-style-type: none"><li>• Service Agreement</li><li>• EXHIBIT A</li></ul>



## SERVICES AGREEMENT

This Services Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the entity or individual (“VENDOR,” together with OUSD, “PARTIES”) named in Exhibit A, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “VENDER INDIVIDUAL” includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR’s direction, invitation, or control.

The PARTIES hereby agree as follows:

1. Services. VENDOR shall provide the services (“SERVICES”) as described in Exhibit A.
2. Term. The term (“TERM”) of this AGREEMENT is established in Exhibit A.
3. Compensation.
  - a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in Exhibit A for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in Exhibit A.
  - b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
  - c. 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 VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
  - d. Payment for SERVICES shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES actually performed and after OUSD’s written approval that the SERVICES were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of SERVICES, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR’s performance does not conform to the requirements of this AGREEMENT, VENDOR agrees to correct its performance.

4. 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 the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly rate, the number of hours on each date and the rate for those hours).
  - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
  - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay invoices submitted after ninety (90) days following completion of the Services.
  - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
  - e. To the extent that VENDOR has described how the SERVICES may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (d)—indicate whether the SERVICES were provided in-person or not.
  - f. All invoices furnished by VENDOR under this AGREEMENT shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.
5. Suspension. If OUSD, at its sole discretion, develops health and safety concerns related to 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.
6. Termination. Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
  - 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 may issue the termination notice without prior 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. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- b. 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, which 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 may issue the termination notice without prior 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 its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
  - c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, the ability of VENDOR to perform the SERVICES, either PARTY may terminate this AGREEMENT upon seven (7) days prior written notice to the other PARTY. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
  - d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.
7. Data and Information Requests.
- a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
  - b. 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.
8. Confidentiality and Data Privacy.

- a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS 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. Confidential Information shall not include information which the Receiving Party can demonstrate by competent evidence (i) was publicly known at the time it was communicated to the Receiving Party by the Disclosing Party, (ii) becomes publicly known without any fault of or participation by the Receiving Party or its Representatives in violation of this Section 3, (iii) was in Receiving Party's possession prior to the time it was received from Disclosing Party or came into Receiving Party's possession thereafter, in each case lawfully obtained from a source other than Disclosing Party or its Representatives and which source is not known to the Receiving Party to be subject to any obligation of confidentiality or restriction on use, or (iv) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information that is required to be disclosed by judicial, arbitral or governmental order or process or operation of law, in which event the Receiving Party shall: (i) to the extent legally permitted, notify the Disclosing Party of any such disclosure requirement or request as soon as practical; (ii) cooperate with and reasonably assist the Disclosing Party (at the Disclosing Party's cost) if the Disclosing Party seeks a protective order or other remedy in respect of any such disclosure; and (iii) furnish only that portion of the Confidential Information which, in the opinion of the Receiving Party's legal counsel, is responsive to such requirement or request and seek confidential treatment for such information.
  - b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
  - c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.
9. Copyright/Trademark/Patent/Ownership.
  - a. VENDOR understands and agrees that, subject to Paragraph (b) below, all Work produced under this AGREEMENT, and which is paid for by OUSD, 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. Work includes, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes,



artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR in connection with the SERVICES performed under this AGREEMENT (the "Work"). OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said Work in the name of OUSD. OUSD hereby grants VENDOR a royalty-free, perpetual, non-exclusive, nontransferable, license to use, make, have made, copy, modify, or disseminate the Work produced under this AGREEMENT consistent with the purpose of this AGREEMENT without OUSD's further express written permission. OUSD may revoke this license if VENDOR's use, copies, modifications, or dissemination is inconsistent with the terms of this AGREEMENT.

- b. VENDOR retains ownership of its any preexisting intellectual property, including its theoretical framework, including know-how, ideas, techniques, rubrics, text progressions, systems, models, templates, drawings, plans, specifications, studies, reports, memoranda, computation sheets, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes tools, generalized features of the structure, user interfaces, screen designs and the like (collectively, "VENDOR Materials"). In consideration of OUSD's payment of fees pursuant to this Agreement, VENDOR hereby grants OUSD a worldwide, perpetual, fully paid, royalty-free, and non-exclusive right and license to use any VENDOR Material incorporated in and required for OUSD's use of the Work.
- c. Subject to the license granted in Paragraph a and b above, and notwithstanding any trademark, trade name, copyright, name, logo, or other intellectual property embedded or displayed in the Work, neither PARTY has any right whatsoever in or to any trademark, trade name, copyright, name, logo, or other intellectual property of the other PARTY.
- d. VENDOR may use within the scope of its business the general knowledge, skills and experience that are developed in the course of, or learned as a result of, the provision of SERVICES (collectively, "Residuals"), provided that Residuals shall not include any information that is the OUSD's Confidential Information.
- e. OUSD agrees to use VENDOR's name in conjunction with the sale, use, performance and distribution of the Work, for any purpose and in any medium.

10. Alignment and Evaluation.

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
- b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable 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 or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.

11. 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 upon prior written request and during normal business hours, 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 3 (Compensation), the SERVICES performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.
12. Equipment and Materials. VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
13. Legal Notices. Based on contact information set forth in Exhibit A, all legal notices provided for under this AGREEMENT shall be sent: (i) via email, (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. 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.
14. Status.
  - a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
  - 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 understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR INDIVIDUALS. 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 the SERVICES directly to OUSD rather than to customers of OUSD;
- (iii) the contract between OUSD and VENDOR is in writing;
- (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
- (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the Work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the SERVICES;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

15. Qualifications, Training, and Removal.

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, 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.
- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS 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.
- c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL 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.

16. Certificates/Permits/Licenses/Registration. VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.

17. Insurance.

- a. Commercial General Liability Insurance. If applicable, ~~—~~ 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, 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). 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. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.
- b. Workers' Compensation Insurance. If applicable, VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, 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. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.

18. Testing and Screening.

- a. Tuberculosis Screening. If applicable, VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL 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 a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.
- b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS 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 VENDOR INDIVIDUAL 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. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.

19. Incident/Accident/Mandated Reporting.

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR 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.

20. Health and Safety Orders and Requirements; Site Closures.

- a. If applicable, VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").
- b. Except as possibly stated otherwise in Exhibit A, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- c. Except as possibly stated otherwise in Exhibit A, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- d. VENDOR shall bear all reasonable costs of compliance with this Paragraph, including but not limited to lost compensation to VENDOR for failure to provide SERVICES.

21. Conflict of Interest.

- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD

Legal Counsel.

- b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately 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 promptly notify OUSD in writing.
- 22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. 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 AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).
- 23. Limitation of OUSD Liability. Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (Compensation). Notwithstanding any other provision of this AGREEMENT, in no event shall either PARTY 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. Each PARTY's respective liability arising out of the Services performed under this AGREEMENT, regardless of the damage's theory, shall not exceed the fees paid or payable by OUSD to VENDOR for the twelve (12) months preceding the date which the claim arises.
- 24. Indemnification.
  - a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all third-party claims, and related losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's or VENDOR's subcontractors. performance of this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense,

including reasonable attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all third-party claims and related losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including reasonable attorneys' fees and costs.
25. 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 and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. 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 the 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.
26. Non-Discrimination. It is the policy of OUSD that, in connection with all work performed under legally binding agreements, 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.
27. 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.
28. 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.
29. Assignment. The obligations of a PARTY under this AGREEMENT shall not be assigned by such PARTY without the express prior written consent of the other PARTY and any assignment without the express prior written consent of the other



PARTY shall be null and void.

30. 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.
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.
36. Captions and Interpretations. 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 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.

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.
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), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
42. Contract Contingent on Governing Board Approval. The PARTIES acknowledge, agree, and understand that 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, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

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

VENDOR

Name: Annie Smith

Signature: 

Position: President

Date: 10/13/2023

*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: Mike Hutchinson

Signature: 

Position: Board President

Date: 11/17/2023

☒ Board President (for approvals)

☐ Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell

Signature: 

Position: Superintendent

Date: 11/17/2023

*Approved as to form by OUSD Legal Counsel*

Name: Lynn Wu

Signature: 

Date: 10/10/23

SERVICES AGREEMENT

EXHIBIT A

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this Agreement.)

VENDOR: The SIFE Equity Project

1. Services. Describe the SERVICES VENDOR will provide: Please see attached

2. Term.

a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

Start Date: November 15, 2023

b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.

End date: June 30, 2024

3. Compensation.

a. The basis for payment to VENDOR shall be:

☐ Hourly Rate: \_\_\_\_\_ per hour

☐ Daily Rate: \_\_\_\_\_ per day

☐ Weekly Rate: \_\_\_\_\_ per week

☐ Monthly Rate: \_\_\_\_\_ per month

☐ Per Student Served Rate: \_\_\_\_\_ per student served

☐ Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s): \_\_\_\_\_

b. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and 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.

Not-To-Exceed Amount: 300,000

13. Legal Notices.

OUSD

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

Email: [ousdlegal@ousd.org](mailto:ousdlegal@ousd.org)

VENDOR

The SIFE Equity Project

Name/Dept: \_\_\_\_\_

Address: 225 Barrytown Rd.

City, ST Zip: Barrytown, NY 12507

Phone: 646-241-4983

Email: annie@sife-equity.org

17. Insurance. OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.

☒ *Commercial General Liability Insurance*. Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is \$25,000 or less.

☐ *Workers' Compensation Insurance*. Waiver typically available by OUSD if VENDOR has no employees.

18. Testing and Screening. OUSD has waived the following testing and screening requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to include such written confirmation voids any such waiver even if otherwise properly given.

☐ *Tuberculosis Screening*. Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.

☐ *Fingerprinting/Criminal Background Investigation*. Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).

20. Health and Safety Orders and Requirements; Site Closures. If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?

☒ Yes, the SERVICES would be able to continue as described herein.

☐ No, the SERVICES would not be able to continue.

## SLIFE/Newcomer Instructional Materials

OUSD

August 12th, 2023

Scope of Work	
<b>Overview</b>	<p>The instructional materials are designed for an <b>ELD / ELA class</b> for the range of early newcomers at the beginning levels of English proficiency. This population includes a subset of early newcomers that are SLIFE. These are students who have not yet consolidated foundational literacy skills in the home language and thus will need to develop these building blocks to literacy in English. The SLIFE instructional materials will target the needs of students with emerging home language literacy in Middle and High School.</p> <p>The suite of instructional materials consists of four modular units designed around high-leverage, high-interest themes and include sets of differentiated texts at 4 different reading levels in English. These units will also include text-related tasks across the four domains (listening, speaking, reading, and writing) to support oral language and literacy development. The modular feature of the units allows for students to ‘enter’ the class and participate at their reading level at any point in the year without having experienced prior units. This feature is critical for a newcomer class since new students need to be quickly absorbed into the class as they arrive throughout the year. Because of the range of the differentiated resources in units, these flexible units can be implemented in either an ELD/ ELA class for newcomers or a SLIFE intervention class. The level of conceptual and language amplification along with age appropriate content and tasks will foster immediate engagement for newcomers.</p> <p>Unique to these resources will be the suite of texts designed for early newcomers including SLIFE, learning to read in English as a new language . In order to create the criteria for the leveled thematic texts and companion tasks, we will develop a developmental literacy framework.</p> <p>Given the extensive labor required of teachers to fully scaffold resources for SLIFE with developing literacy, we will provide a complete set of materials for the fully developed unit (i.e. the differentiated readings and questions, the PowerPoints/Google Slide decks for teachers, detailed lesson plans with linked documents that help teachers see clearly what they need to do, student-facing activity guides that are fully scaffolded and differentiated, card sorts, graphic organizers, and other activities that help to “amplify” learning). The texts will be printed in color and all sorts and scrambles will be produced for repeated student use.</p> <p>The resources will also be “educative” for teachers. The units will include overviews that explain the reasoning behind the unit structure, the scaffolding moves and the intentionality behind the sequencing of different activities that target the spectrum of students’ language and literacy skills, as well as clear explanations for ways to differentiate (and the resources for implementing that differentiation across multiple levels of reading, academic and English proficiency).</p>
Proposed Project Components	
<b>Instructional</b>	<b>One fully developed unit to include:</b>

<p><b>Materials</b></p> <p>All resources posted to the dedicated Google Drive</p>	<ul style="list-style-type: none"> <li>● Unit Plan (Backwards designed from a culminating task)</li> <li>● Formative &amp; Summative Assessments</li> <li>● Detailed teacher guides for each unit and lesson plans for each lesson</li> <li>● Rubrics to monitor growth in oral language, reading and writing</li> <li>● Multilingual glossaries in four languages</li> <li>● Differentiated and scaffolded texts at four different levels</li> <li>● Lessons embedded in Google Slides</li> <li>● Routines &amp; Protocols</li> <li>● Small group reading lessons for each text</li> <li>● All student facing materials including texts and manipulatives (sorts, scrambles, thinking maps, activity guides, assessments)</li> <li>● Core and independent reading texts differentiated at four levels (36 texts total) and printed</li> <li>● Slides of texts that include audio support</li> </ul> <p>TSEP will provide <u>all Unit 1 printed texts and student-facing resources</u> for 5 classrooms.</p> <p><b>Key resources for 4 additional units:</b></p> <ul style="list-style-type: none"> <li>● Yearlong Scope and Sequence ( aligned to CCSS ELA and CA ELD), culminating tasks for each unit as well as language and content objectives, and Essential Questions)</li> <li>● Key formative and culminating tasks</li> <li>● Core texts at the highest reading level (12 texts) <ul style="list-style-type: none"> <li>○ 3 core texts for each of the four additional units.</li> </ul> </li> </ul> <p><i>** Units will include both narrative and informational texts and one unit will focus on World or United States History content.</i></p> <p><b>Suite of reusable differentiated tasks</b> for sheltered content classes</p> <p><b>To include:</b></p> <ul style="list-style-type: none"> <li>● Templates for matching activities, card sorts, paragraph scrambles, thinking maps</li> <li>● Examples of activities used with History and Science content</li> <li>● Explanation of routines that support the use of each task.</li> </ul> <p>These resources will support content teachers to ‘amplify’ access to language and content for newcomer and SLIFE students.</p>
<p><b>Focus Group</b></p>	<p>Focus group with 3-4 teachers of SLIFE Intervention (OUSD )</p> <ul style="list-style-type: none"> <li>● Determine teacher contexts, best practices and needs</li> <li>● Follow up session with feedback on unit themes, framework, select tasks and resources.</li> </ul>
<p><b>Workshops &amp; Coaching</b></p>	<p><b>Workshops</b></p> <p>Two-day in person launch designed for teachers and district leaders who might turn-key</p> <ul style="list-style-type: none"> <li>● <b>Overview of the Theoretical Framework</b> <ul style="list-style-type: none"> <li>○ Unpacking the range of language and literacy of the spectrum of newcomers (including SLIFE) <ul style="list-style-type: none"> <li>■ Role of home language literacy in accessing English literacy</li> <li>■ Differences between learning to read in home language vs. in a new language and implications for instruction.</li> </ul> </li> </ul> </li> </ul>



	<ul style="list-style-type: none"> <li>■ Teaching reading to emerging speakers of English <ul style="list-style-type: none"> <li>● Text Criteria</li> </ul> </li> <li>■ Introduction to reading and writing rubrics that inform the theoretical framework and differentiation of texts and resources <ul style="list-style-type: none"> <li>● Evaluating reading and writing skills including phonics, phonemic awareness, high frequency words, fluency and comprehension)</li> </ul> </li> <li>● <b>Unpacking the Resources</b> <ul style="list-style-type: none"> <li>○ Overview of the design <ul style="list-style-type: none"> <li>■ Unit structure</li> <li>■ Backward mapping to culminating written task</li> <li>■ Intentional sequencing of instructional moves</li> <li>■ Scaffolding and differentiated tasks</li> <li>■ General design of teaching guide</li> </ul> </li> </ul> </li> <li>● <b>Formative and Summative Assessments</b> <ul style="list-style-type: none"> <li>○ Unpacking reading and writing rubrics</li> <li>○ Assessing students' reading skills and monitoring growth (entrance and exit criteria at each reading level)</li> <li>○ Assessing students' writing skills and monitoring growth through formative and summative assessments.</li> </ul> </li> <li>● <b>Implementing the Instructional Materials</b> <ul style="list-style-type: none"> <li>○ Balancing whole class learning with learning centers</li> <li>○ Analyzing key instructional routines</li> <li>○ Establishing learning centers <ul style="list-style-type: none"> <li>■ Teaching protocols at each center</li> <li>■ Unpacking the resources for each center</li> <li>■ Meeting diverse needs in a heterogeneous classroom</li> </ul> </li> <li>○ Teaching small group reading and writing <ul style="list-style-type: none"> <li>■ Unpacking small group reading and writing lessons</li> </ul> </li> </ul> </li> </ul>
<b>Staff</b>	<p><b>TSEP Lead Developers</b></p> <ul style="list-style-type: none"> <li>● Annie Smith</li> <li>● Suzanna McNamara</li> </ul> <p><b>ElevateED Developers</b></p> <ul style="list-style-type: none"> <li>● Daria Witt</li> <li>● Michael Soet</li> </ul> <p><b>Materials Developer: TBD</b></p>
<b>Other than staff</b>	<p><b>Licensing or drawn images</b> (Unit 1 and some key resources for additional units)</p> <p><b>Printing student facing resources</b> (Unit 1 texts and resources (minimum 5 classrooms) and core texts for additional units)</p>
<b>Travel</b>	Two facilitators three nights in the area for a launch workshop (airfare, lodging, and food).
<b>Total Budget</b>	<b>\$300,000</b>